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No. 39] NEW DELHI, SEPTEMBER 24—SEPTEMBER 30, 2006, SATURDAY/ASVINA 2—ASVINA 8, 1928

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पुस्तक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

सामाजिक न्याय और अधिकारिता मंत्रालय

नई दिल्ली, 18 सितम्बर, 2006

का.आ. 3842.—इस मंत्रालय की अधिसूचना संख्या 18-1/86-एच.डब्ल्यू-III, दिनांक 17-9-1990, सं. 19-3/92-डीडी-I, दिनांक 9-2-2001 और दिनांक 22-1-2004 के आंशिक संशोधन में पूर्व समाज कल्याण मंत्रालय द्वारा दिनांक 11-8-1983 की अधिसूचना के तहत पूर्व अक्षयनिधि अधिनियम के अंतर्गत बनाए गए राष्ट्रीय विकलांगजन कल्याण कोष (विकलांगजनों के लिए राष्ट्रीय निधि के रूप में पुनः नामांकन किया गया) को निम्नलिखित उद्देश्यों के लिए बनाया गया:--

- (i) विकलांगता के निवारण और इसकी समय से पहचान करने, विकलांगजनों की शिक्षा, प्रशिक्षण, वास्तविक और आर्थिक पुनर्वास हेतु विकलांग व्यक्तियों के लिए सेवाओं के अवसर प्रदान करने के लिए स्वयंसेवी क्षेत्र को प्रोत्साहित करना।
- (ii) उपर्युक्त उद्देश्यों के समरूप और सहायक अन्य सभी कार्य करने के लिए।

2. अधिसूचना की अनुसूची 'ख' के पैरा 3 के अनुसरण में भारत सरकार ने सामाजिक न्याय और अधिकारिता मंत्रालय में निधि के प्रबंधन और प्रशासन के लिए प्रबंधक मंडल का गठन किया है:--

- (1) सचिव,
सामाजिक न्याय और अधिकारिता मंत्रालय, नई दिल्ली
- (2) वित्त सलाहकार,
सामाजिक न्याय और अधिकारिता मंत्रालय, नई दिल्ली
- (3) संयुक्त सचिव,
शिक्षा विभाग,
मानव संसाधन विकास मंत्रालय, नई दिल्ली

अध्यक्ष

सदस्य

सदस्य

(4) संयुक्त सचिव (स्वास्थ्य), स्वास्थ्य और परिवार कल्याण मंत्रालय, नई दिल्ली	सदस्य
(5) संयुक्त सचिव/महानिदेशक, रोजगार एवं प्रशिक्षण, श्रम मंत्रालय	सदस्य
(6) उप महानिदेशक (निःशक्तता प्रभाग), सामाजिक न्याय और अधिकारिता मंत्रालय	सदस्य
(7) श्री जे. एल. कौल, महा-सचिव, अखिल भारतीय दृष्टिहीन परिसंघ, बरेली भवन, नजदीक राजीव गांधी कैंसर अस्पताल, सेक्टर-5, रोहिणी, दिल्ली-110085	सदस्य
(8) श्री फुलेन्द्र चौधरी, शिव शक्ति भवन, घोसी टोला मुंगेर, बिहार-811201	सदस्य
(9) श्री आशीष कुमार वंदोपाध्याय, पी एण्ड ओ सहायता पुनर्वास, हिन्दुस्तान पार्क, आसनसोल, पश्चिम बंगाल-713304	सदस्य
(10) श्री फैज अहमद फैज, एफ-56/23, सर सैयद रोड, बाटला हाउस, ओखला, नई दिल्ली-110025	सदस्य
(11) डॉ. (श्रीमती) रुक्मिणी कृष्णा स्वामी, निदेशक, कर्नाटक स्पास्टिक सोसाइटी, 31, 5वां क्रॉस, 5वां मुख्य इन्दिरा नगर, प्रथम स्टेज, बंगलूर-560098, कर्नाटक	सदस्य
(12) निदेशक/उप सचिव, सामाजिक न्याय और अधिकारिता मंत्रालय, नई दिल्ली	सचिव-कोषाध्यक्ष

3. चार सदस्यों की न्यूनतम संख्या होगी, जिसमें से कम से कम दो गैर-सरकारी सदस्य होंगे। प्रत्येक मामले में निर्णय बहुमत से किया जाएगा। अध्यक्ष के पास निर्णायक मत होगा।

4. बोर्ड, इसकी संरचना में किसी रिक्ति के बावजूद कार्य करेगा।

5. गैर-सरकारी सदस्यों का कार्यकाल, दो वर्ष अथवा नए गठित न्यास के साथ निधि के मिलाए जाने की स्थिति में ऐसे गठन की तारीख, जो भी पहले हो, होगा।

6. सभी गैर-सरकारी सदस्य समूह 'क' अधिकारियों के लिए लागू सरकारी नियमों के अनुसार यात्रा भत्ता/दैनिक भत्ता के पात्र होंगे।

7. अन्य सभी शर्तें समान रहेंगी।

[फा. सं. 39/13/2003-डी.डी.-IV]

अनूप कुमार, निदेशक

MINISTRY OF SOCIAL JUSTICE & EMPOWERMENT

New Delhi, the 18th September, 2006

S.O. 3842.—In partial modification of this Ministry's Notification No. 18-1/86-HW-III dated 17-9-1990, No. 19-3/92-DD. I dated 9-2-2001 and dated 22-1-2004 the National Handicapped Welfare Fund (re-named as National Fund for People with Disabilities) created by the erstwhile Ministry of Social Welfare vide Notification dated 11-8-1983 under the Charitable Endowments Act, 1890 (6 of 1980) was created with the following objects :—

- (i) To promote voluntary sector for creating services for the handicapped for prevention and early detection of disabilities, education, training, physical and economic rehabilitation of disabled persons; and
- (ii) to do all other things that are incidental and conducive to the above objects.

2. In terms of para 3 of Schedule "B" of the Notification the Government of India in the Ministry of Social Justice & Empowerment re-constitutes the Board of Management for the management and administration of the Fund as follows :—

- | | |
|---|---------------------|
| (i) Secretary,
Ministry of Social Justice & Empowerment New Delhi. | Chairman |
| (ii) Financial Adviser,
Ministry of Social Justice & Empowerment, New Delhi. | Member |
| (iii) Joint Secretary,
Deptt. of Education,
Ministry of Human Resource Development, New Delhi. | Member |
| (iv) Joint Secretary (Health),
Ministry of Health and Family Welfare, New Delhi. | Member |
| (v) Joint Secretary/Director General,
Employment and Training, Ministry of Labour, New Delhi. | Member |
| (vi) Deputy Director General,
(Disabled Division),
Ministry of Social Justice & Empowerment, New Delhi. | Member |
| (vii) Shri J.L. Kaul, Secretary General,
All India Confederation of the Blind, Baraille Bhavan,
Near Rajiv Gandhi Cancer Hospital, Sector-V, Rohini, Delhi-110085. | Member |
| (viii) Shri Fulendra Choudhary,
Shiv Shakti Bhavan, Ghosi Tola, Munger, Bihar-811201. | Member |
| (ix) Shri Ashish Kumar Bandopadhyay, P&O
Sahayata Rehabilitation, Hindustan Park, Asansol, West Bengal-713304. | Member |
| (x) Shri Faiz Ahmad Faiz,
F-56/23, Sir Syed Road, Barla House, Okhla, New Delhi-110025 | Member |
| (xi) Dr. (Mrs.) Rukmani Krishnaswami,
Director The Spastic Society of Karnataka, 31, 5th Cross, Off-5th Main Indira Nagar,
1st Stage, Bangalore-560098.
Karnataka. | Member |
| (xii) Director/Deputy Secretary,
Ministry of Social Justice & Empowerment, New Delhi. | Secretary-Treasurer |

3. Not less than four members shall form a quorum out of which at least 2 should be non-officials. Every matter shall be determined by a majority of votes. Chairman shall have a casting vote.

4. The Board may function notwithstanding any vacancy in its constitution.

5. The tenure of non-official members shall be for two years or in the event of the fund being merged with a newly constituted Trust, the date of such constitution, whichever is earlier.

6. All non-official members shall be entitled to TA/DA as per the Government rules as applicable to Group-"A" officers.

7. All other terms and conditions will remain the same.

[F. No. 39/13/2003-DD-IV]

ANOOP KUMAR, Director

वित्त मंत्रालय

(राजस्व विभाग)

(केन्द्रीय प्रत्यक्ष कर बोर्ड)

नई दिल्ली, 21 सितम्बर, 2006

(आयकर)

का.आ. 3843.—सर्वसाधारण की जानकारी के लिए एतद्वारा यह अधिसूचित किया जाता है कि केन्द्र सरकार आयकर नियमावली, 1962 के नियम 6 के साथ पठित आयकर अधिनियम, (1961 की धारा 35 की उप-धारा (1) के खण्ड (iii) के प्रयोजनार्थ 'अन्य संस्था' की श्रेणी के अन्तर्गत दिनांक 1-4-2005 से 31-3-2008 तक की अवधि के लिए संगठन मैसर्स श्री आरबिन्दो सोसायटी, 8, शेक्सपियर सारणी, कोलकाता-700071 जो अंशतः अनुसंधान कार्य-कलापों में कार्यरत है, को निम्नलिखित शर्तों के अन्तर्गत अनुमोदित करती है :-

- (i) अनुमोदित संगठन अपने अनुसंधान कार्य-कलापों के लिए अलग खाते रखेगा।
- (ii) वित्तीय वर्षों के प्रत्येक वर्ष के लिए जिसके लिए अनुमोदन प्रदान किया जा रहा है, अनुमोदित संगठन अनुसंधान कार्य-कलापों के संबंध में लेखा परीक्षित आय एवं व्यय खाते की एक प्रति इसके क्षेत्राधिकार वाले आयकर आयुक्त/आयकर निदेशक (छूट) को आय कर विवरणी दाखिल करने की नियत तारीख को अथवा उससे पहले अथवा इस अधिसूचना की तारीख से 90 दिनों के अन्दर, जो भी बाद में समाप्त हो, प्रस्तुत करेगा, जिसके लिए इसे आयकर अधिनियम, 1961 की धारा 35 की उप-धारा (1) के अन्तर्गत अनुमोदन प्रदान किया गया है।
- (iii) अनुमोदित संगठन उपर्युक्त पैरा (ii) में उल्लिखित आय तथा व्यय खाते के साथ लेखा परीक्षक से प्राप्त एक प्रमाण-पत्र भी संलग्न करेगा :-
 - (क) जिसमें संगठन द्वारा सामाजिक विज्ञान के लिए प्राप्त की गई उस राशि का उल्लेख किया गया हो, जिसके लिए दानकर्ता धारा 35(1) (iii) के अन्तर्गत कटौती का दावा करने के लिए पात्र हैं।
 - (ख) जिसमें यह प्रमाणित किया गया हो कि किया गया व्यय सामाजिक विज्ञान में अनुसंधान के लिए ही था।

[अधिसूचना सं. 271/2006/फा. सं. 203/33/2005-आयकर नि.-II]

रेणु जौहरी, निदेशक (आयकर नि.-II)

MINISTRY OF FINANCE

(Department of Revenue)

(Central Board of Direct Taxes)

New Delhi, the 21st September, 2006

(INCOME-TAX)

S.O. 3843.—It is hereby notified for general information that the organization *M/s Sri Aurobindo Society*, 8, Shakespeare Sarani, Kolkata-700071 has been approved by the Central Government for the purpose of clause (iii) of sub-section (1) of Section 35 of the Income Tax Act, 1961, read with Rule 6 of the Income Tax Rules, 1962 for the period from 1/4/2005 to 31/3/2008 under the category 'other Institution' only partly engaged in research activities subject to the following conditions:

- (i) The approved organization shall maintain separate accounts for its research activities.
- (ii) For each of the financial years for which this approval is being given, the approved organization shall submit a copy of its audited Income & Expenditure account in respect of the research activities for which it has been approved under sub-section (1) of Section 35 of I.T. Act, 1961 to the Commissioner of Income Tax/Director of Income Tax (Exemptions) having jurisdiction, on or before the due date of filing of return of income or within 90 days from the date of this notification, whichever expires later.
- (iii) The approved organization shall also enclose with the Income & Expenditure account referred to in paragraph (ii) above, a certificate from the auditor :-
 - (a) specifying the amount received by the organization for in social sciences in respect of which the donors are eligible to claim deduction under Section 35(1)(iii).
 - (b) certifying that the expenditure incurred was for research in social sciences.

[Notification No. 271/2006/F. No. 203/33/2005-ITA-II]

RENU JAUHRI, Director (ITA-II)

पोत परिवहन, सड़क परिवहन और राजमार्ग मंत्रालय

(पोत परिवहन विभाग)

नई दिल्ली, 18 सितम्बर, 2006

का.आ. 3844.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 (यथा संशोधित 1987) के नियम 10 के उप-नियम 4 के अनुसरण में पोत परिवहन, सड़क परिवहन और राजमार्ग मंत्रालय, पोत परिवहन विभाग के प्रशासनिक नियंत्रण के अधीन निम्नलिखित कार्यालयों में 80 प्रतिशत से अधिक कर्मचारियों द्वारा हिन्दी का कार्य साधक ज्ञान प्राप्त कर लेने पर उन्हें एतद्वारा अधिसूचित करती है :-

1. भारतीय अन्तर्देशीय जलमार्ग प्राधिकरण,
मकान एवं वार्ड सं. 1/631/ए, कनाडीकादु क्षेत्र,
मरदु, कोची-682304
2. भारतीय अन्तर्देशीय जलमार्ग प्राधिकरण,
पांचवां तल, परमेश्वरी बिल्डिंग, छतरीबाड़ी, ए.टी. रोड, गुवाहाटी-781001
3. भारतीय अन्तर्देशीय जलमार्ग प्राधिकरण,
एस.एम. कॉलेज रोड, छोटी खंजरपुर,
भागलपुर, बिहार-812001

[फा. सं. ई-11011/1/2000-हिन्दी]

अजय कुमार भल्ला, संयुक्त सचिव

MINISTRY OF SHIPPING, ROAD TRANSPORT AND HIGHWAYS

(Department of Shipping)

New Delhi, the 18th September, 2006

S.O. 3844.—In pursuance of the sub rule (4) of the rule 10 of the Official Language (use for the official purpose of the Union) Rules, 1976 (as amended 1987), the Central Government hereby notifies the following offices under the administrative control of the Ministry of Shipping, Road Transport and Highways, Department of Shipping, more than 80% of the staff of which have acquired working knowledge of Hindi :—

1. Inland Waterways Authority of India,
House & Ward No. 1/631/A, Kanadikadu Area,
Maradu, Kochi-682304
2. Inland Waterways Authority of India,
5th Floor, Parmeshwari Building,
Chataribari, A. T. Road, Guwahati-781 001
3. Inland Waterways Authority of India,
S.M. Collage Road, Choti Khanjarpur, Bhagalpur, Bihar-812001

[F. No. E-11011/1/2000-Hindi]

A. K. BHALLA, Jt. Secy.

संचार और सूचना प्रौद्योगिकी मंत्रालय

(सूचना प्रौद्योगिकी विभाग)

नई दिल्ली, 18 सितम्बर, 2006

का.आ. 3845.—केन्द्रीय सरकार, एतद्वारा राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में, सूचना प्रौद्योगिकी विभाग के अंतर्गत आने वाली डीओईएसीसी नामक स्वायत्त संस्था के इलैक्ट्रॉनिक्स निकेतन, 6, सी.जी.ओ. कॉम्प्लेक्स, नई दिल्ली स्थित कार्यालय, जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है।

[सं. 7(2)/2005-हि.अ.]

बी. बी. बहल, संयुक्त निदेशक

MINISTRY OF COMMUNICATIONS AND INFORMATION TECHNOLOGY**(Department of Information Technology)**

New Delhi the 18th September, 2006

S.O. 3845.—In pursuance of Sub-Rule (4) of the Rule 10 of the Official Language (use for official purposes of the Union) Rules, 1976, the Central Government hereby notifies the DOEACC society, an autonomous society of the Department of Information Technology, located at Electronics Niketan, 6, CGO Complex, New Delhi, more than 80% staff whereof have acquired the working knowledge of Hindi.

[F.No. 7(2)/2005-HS]

B. B. BAHL, Jt. Director

(दूरसंचार विभाग)**(राजभाषा अनुभाग)**

नई दिल्ली, 20 सितम्बर, 2006

का.आ. 3846.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 (यथा संशोधित 1987) के नियम 10(4) के अनुसरण में संचार और सूचना प्रौद्योगिकी मंत्रालय, दूरसंचार विभाग के प्रशासनिक नियंत्रणाधीन निम्नलिखित कार्यालय को, जिसमें 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्वारा अधिसूचित करती है।

मुख्य महाप्रबंधक, टेलीकॉम फैक्टरीज, भा.सं.नि.लि., 3ए, चौरंगी प्लेस, कोलकाता-700013 ।

[सं. ई-11016/1/2005-(रा.भा.)]

हरीश चन्द्र जयाल, संयुक्त सचिव

(Department of Telecommunications)**(Official Language Section)**

New Delhi, the 20th September, 2006

S.O. 3846.—In pursuance of rule 10(4) of the Official Language (Use for official purposes of the Union), rules, 1976 (as amended-1987), the Central Government hereby, notifies the following Office under the administrative control of Ministry of Communications and Information Technology, Department of Telecommunications where of more than 80% of staff have acquired working knowledge of Hindi.

Chief General Manager, Telecom. Factories, B.S.N.L., 3A, Chaurangi Place, Kolkata-700013.

[F.No.-11016/1/2005-(O.L.)]

HARISH CHANDRA JAYAL, Jt. Secy.

विदेश मंत्रालय**(सी.पी.वी. डिवीजन)**

नई दिल्ली, 30 अगस्त, 2006

का.आ. 3847.—राजनयिक कौंसली अधिकारी (शपथ एवं शुल्क) अधिनियम, 1948 (1948 का 41वां) की धारा 2 के अंक (क) के अनुसरण में केन्द्रीय सरकार एतद्वारा भारत का प्रधान कौंसलावास, बैंकूवर में श्री एस.के. कौशिक, सहायक को 30-8-2006 से सहायक कौंसली अधिकारी का कार्य करने हेतु प्राधिकृत करती है।

[सं. टी-4330/01/2006]

के. जे. एस. सोदी, निदेशक

MINISTRY OF EXTERNAL AFFAIRS**(C. P. V. Division)**

New Delhi, the 30th August, 2006

S.O. 3847.—In pursuance of the clause (a) of Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby authorises Shri S.K. Kaushik, Assistant in the Consulate General of India, Vancouver to perform the duties of Assistant Consular Officer with effect from 30.08.2006.

[No. T-4330/01/2006]

K. J. S. SODHI, Director

मानव संसाधन विकास मंत्रालय

(उच्चतर शिक्षा विभाग)

नई दिल्ली, 21 सितम्बर, 2006

का.आ. 3848.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम 4 के अनुसरण में मानव संसाधन विकास मंत्रालय (स्कूल शिक्षा और साक्षरता विभाग) के अन्तर्गत कार्यरत निम्नलिखित 10 केन्द्रीय विद्यालयों को, ऐसी संस्थाओं के रूप में, जिनमें 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है:—

1. केन्द्रीय विद्यालय, करौली, जिला करौली, (राजस्थान)-322241
2. केन्द्रीय विद्यालय, सूरतगढ़ कैंट, पो. बैग नं.-25, जिला-श्रीगंगानगर, (राजस्थान)
3. केन्द्रीय विद्यालय, झालरापाटन, झालावाड, (राजस्थान)-326023
4. केन्द्रीय विद्यालय, सीमा सुरक्षा बल, पोकरन, बी.एस.एफ. कैम्पस, जिला-जैसलमेर, (राजस्थान)-345021
5. केन्द्रीय विद्यालय, गंगापुरसिटी, चर्च ग्राउण्ड के पास, रेलवे कॉलोनी, जिला-सवाईमाधोपुर, (राजस्थान)
6. केन्द्रीय विद्यालय, क्रमांक-2, कोटा जंक्शन, रेलवे कॉलोनी, जिला-कोटा (राजस्थान)-324002
7. केन्द्रीय विद्यालय, क्रमांक-2, (वायुसेना), जोधपुर, वायु सेना स्टेशन, जिला-जोधपुर, (राजस्थान)
8. केन्द्रीय विद्यालय, भीलवाड़ा, कोटा रोड, (राजस्थान)-311001
9. केन्द्रीय विद्यालय, श्रीगंगानगर, छावनी क्षेत्र, श्रीगंगानगर, (राजस्थान)-335001
10. केन्द्रीय विद्यालय, एस.टी.पी.एस., सूरतगढ़; कैंट, धर्मल पावर स्टेशन, सूरतगढ़, जिला-श्रीगंगानगर, (राजस्थान)-335804

[सं. 11011-7/2005-रा.भा.ए.]

डी.पी. बन्दूनी, निदेशक (रा.भा.)

MINISTRY OF HUMAN RESOURCE DEVELOPMENT

(Department of Higher Education)

New Delhi, the 21st September, 2006

S.O. 3848.—In pursuance of sub rule (4) of Rule 10 of the Official Language (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following 10 Kendriya Vidyalayas under the Ministry of Human Resource Development, (Deptt. of School Education and Literacy) whose more than 80% members of the staff have acquired working knowledge of Hindi:—

1. Kendriya Vidyalaya, Karauli, Distt.- Karauli (Raj.)-322241
2. Kendriya Vidyalaya, Suratgarh Cantt. P. Bag No-25, Distt. Sriganganagar (Raj.)
3. Kendriya Vidyalaya, Jhalapatan, Jhalawar (Raj.)-326023
4. Kendriya Vidyalaya, BSF Pokran, BSF Campus, Distt.- Jaisalmer (Raj.)-345021
5. Kendriya Vidyalaya, Gangapur City, Near Church Ground, Railway Colony, Distt, Sawaimadhopur (Raj.)
6. Kendriya Vidyalaya No. 2, Kota Junction, Railway Colony, Distt. Kota (Raj.)-324002
7. Kendriya Vidyalaya, No. 2, (AFS) Jodhpur, Air Force Station, Jodhpur (Raj.)
8. Kendriya Vidyalaya, Bhilwara, Kota Road, Bhilwara (Raj.)-311001
9. Kendriya Vidyalaya, Sriganganagar, Army Area, Sriganganagar (Raj.)-335001
10. Kendriya Vidyalaya, STPS Suratgarh Cantt., Thermal Power Station, Suratgarh, Distt. Sriganganagar (Raj.)-335804

[No. 11011-7/2005-O.L.U.]

D. P. BANDOONI, Director (O.L.)

जल संसाधन मंत्रालय

नई दिल्ली, 21 सितम्बर, 2006

का.आ. 3849.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में केन्द्रीय जल आयोग के निम्नलिखित कार्यालयों को, जिसके 80 प्रतिशत कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :—

1. मध्य गंगा ऊपरी रामगंगा उप मण्डल, मुरादाबाद, उत्तर प्रदेश।
2. नर्मदा तापी बेसिन संगठन, गांधीनगर, गुजरात।
3. जल विज्ञानीय प्रेक्षण परिमण्डल, देहरादून, उत्तरांचल।

[सं. 1/1/2005-हिन्दी/1826]

राजकुमारी दवे, संयुक्त निदेशक (रा.भा.)

MINISTRY OF WATER RESOURCES

New Delhi, the 21st September, 2006

S.O. 3849.—In pursuance of sub rule (4) of Rule 10 of the Official Language (Use for Official Purposes of the Union). The Central Government hereby notifies the following offices of Central Water Commission the 80% staff whereof have acquired working knowledge of Hindi.

1. Middle Ganga Upper Ram Ganga Sub-Division, Muradabad, Uttar Pradesh.
2. Narmada Tapi Basin Organisation, Gandhi Nagar, Gujarat.
3. Hydrological Observation Circle, Dehradun, Uttaranchal.

[No. 1/1/2005-Hindi/1826]

RAJKUMARI DAVE, Jt. Director (O.L.)

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 13 सितम्बर, 2006

का.आ. 3850.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खण्ड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक (को) में संशोधन किया गया/किए गए हैं :—

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधनों की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	3466:1988	4, जुलाई 2006	11 सितम्बर, 2006
2.	8229:1986	6, जून, 2006	11 सितम्बर, 2006
3.	10080:1982	4, अगस्त, 2006	12 सितम्बर, 2006
4.	10086:1982	5, जुलाई, 2006	11 सितम्बर, 2006
5.	12330:1988	6, जून, 2006	11 सितम्बर, 2006

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. सीईडी/राजपत्र]

ए. के. सैनी, वैज्ञानिक 'एफ' व प्रमुख (सिविल इंजीनियरी)

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

BUREAU OF INDIAN STANDARDS

New Delhi, the 13th September, 2006

S.O. 3850.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No. and year of the Indian Standards	No. and year of The amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	3466:1988	4, July, 2006	11 September, 2006
2.	8229:1986	6, June, 2006	11 September, 2006
3.	10080:1982	4, August, 2006	12 September, 2006
4.	10086:1982	5, July, 2006	11 September, 2006
5.	12330:1988	6, June, 2006	11 September, 2006

Copy of these Standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. CED/Gazette]

A. K. SAINI, Sc. 'F' & Head (Civil Engg.)

नई दिल्ली, 14 सितम्बर, 2006

का.आ. 3851.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खण्ड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक(कों) में संशोधन किया गया/किए गए हैं :-

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 4159 : 2002 खनिज भरे डके तापन एलिमेंट-विशिष्ट (तीसरा पुनरीक्षण)	2, अगस्त 2006	12 सितम्बर, 2006

इस भारतीय संशोधन की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलूर, भोपाल, भुवनेश्वर, कोयंबटूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. ईटी 32/टी-32]

पी. के. मुखर्जी, वैज्ञा. एफ एच प्रमुख (विद्युत तकनीकी)

New Delhi, the 14th September, 2006

S.O. 3851.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed has been issued :

SCHEDULE

Sl. No.	No. and year of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 4159:2002 Mineral Filled Sheathed Heating Elements-Specification (Third Revision)	2nd August 2006	12 September, 2006

29386/06-2

Copies of this amendment is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. ET 32/T-32]

P. K. MUKHERJEE, Sc. F & Head (Electrotechnical)

नई दिल्ली, 15 सितम्बर, 2006

का.आ. 3852.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खण्ड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	नए भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 3038:2006 उच्च तापमान पर प्रयुक्त दाब निहित मार्टेनसिटिक स्टेनलेस इस्पात और मिश्र धातु इस्पात की ढलाइयाँ—विशिष्ट (चौथा पुनरीक्षण)	आई एस 3038:1992	31 जुलाई, 2006

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. एमटीडी 14/टी-98]

पी. घोष, निदेशक (एमटीडी)

New Delhi, the 15th September, 2006

S.O. 3852.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl.No.	No. and year of the Indian Standards Established	No. and year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS3038:2006-Martensitic stainless steel and alloy steel casting for pressure containing parts for suitable for high temperature service Specification (<i>Fourth Revision</i>)	IS 3038:1992	31 July 2006

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. MTD 14/T-98]

P. GHOSH, Director (Met Engg.)

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 22 सितम्बर, 2006

का.आ. 3853.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 1400(अ), तारीख 21-12-2004 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गेल (इण्डिया) लिमिटेड द्वारा राजस्थान राज्य में विजयपुर-कोटा एवं स्पर पाइपलाइनों (इब्राहिमपुर-धौलपुर सेक्शन) के माध्यम से प्राकृतिक गैस के परिवहन के लिये पाइपलाइन बिछाने के प्रयोजन के लिये उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्रित अधिसूचनाओं की प्रतियां जनता को तारीख 1-8-2006 तक उपलब्ध करा दी गई थी;

और पाइपलाइन बिछाने के संबंध में जनता से कोई आक्षेप प्राप्त नहीं हुए;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइनों बिछाने के लिये अपेक्षित हैं, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

और उक्त अधिनियम की धारा 3 की उप-धारा (1) के अन्तर्गत अधिसूचना संख्या का. आ. 1400(अ), तारीख 21-12-2004 द्वारा अधिसूचित भूमि में से कुछ भूमि की अधिसूचना उक्त अधिनियम की धारा 6 की उप-धारा (1) के अन्तर्गत का.आ. 2141 तारीख 26-5-2006 द्वारा की जा चुकी है।

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमि में पाइपलाइनों बिछाने के लिये उपयोग के अधिकार का अर्जन किया जाता है;

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निर्देश देती है कि पाइपलाइनों बिछाने के लिए भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख को केन्द्रीय सरकार में निहित होने के बजाय, पाइपलाइनों बिछाने का प्रस्ताव करने वाली गेल (इण्डिया) लिमिटेड में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग का अधिकार, इस प्रकार अधिरोपित निबंधनों और शर्तों के अधीन रहते हुए, सभी विल्लंगमों से मुक्त गेल (इण्डिया) लिमिटेड में निहित होगा।

अनुसूची

जिला	तहसील	गांव	सर्वे नं.	आर.ओ.यू. अर्जित करने के लिए क्षेत्रफल (हेक्ट में)
1	2	3	4	5
धौलपुर	बाड़ी	इब्राहिमपुर	75	0.1300
		योग		0.1300
		खैरारी	104	0.2100
			99	0.1700
			97	0.5720
			98	0.1160
			114	0.2920
			113	0.5780
		योग		1.9380
		बटेश्वर कला	183/297	1.3060
			176	0.0650
			177	0.0400
			178	0.0020
			174	0.0960
			189	0.0020
			175	0.0450
			169	0.1050
			173	0.0460
			172	0.0870
			171	0.1280
			170	0.1280
			168	0.0030
			156	0.0030
			155	0.0756
			154	0.0280
			153	0.0550
			152	0.0700
			150	0.0130
			151	0.0800
			141	0.2430
			194	0.0080
			195	0.2140

1	2	3	4	5	1	2	3	4	5
धौलपुर	बाड़ी	बटेश्वर कला	140	0.1120	धौलपुर	बाड़ी	कुहावनी	39	0.1566
			113	0.0580				44	0.1782
			112	0.1130				48	0.1296
			73	0.0030				52	0.1546
			107	0.2570				51	0.0020
			106	0.1300				55	0.1620
			75	0.0460				62	0.0810
			105	0.0980				61	0.0810
			82	0.0500				60	0.1890
			83	0.1728				68	0.0108
			84	0.1680				69	0.1836
			92	0.1860				75	0.0486
			93	0.0360				70	0.0054
			101	0.0300				74	0.0972
			100	0.0080				84	0.1674
			99	0.1756				85	0.0054
			98	0.3020				92	0.0378
			273	0.0570				90	0.0054
			278	0.0080				87	0.1350
			योग	4.8530				86	0.0108
		कुहावनी	6	0.0020				88	0.1080
			16	0.2680				योग	3.6558
			17	0.0162			सिंगौरई	984	0.0108
			15	0.1296				985	0.0270
			14	0.1296				986	0.1328
			12	0.1728				987	0.0972
			19	0.1512				993	0.0076
			20	0.1728				988	0.0594
			26	0.0864				989	0.0378
			25	0.0918				992	0.0864
			29	0.1728				990	0.0076
			30	0.1080				991	0.0756
			31	0.0378				1045	0.0540
			37	0.0054				1046	0.0270
			36	0.1620				1044	0.0378

1	2	3	4	5	1	2	3	4	5
धौलपुर	बाड़ी	अलीगढ़	158	0.2322	धौलपुर	बाड़ी	अलीगढ़	878	0.2268
			159	0.0054				877	0.0756
			261	0.0378				876	0.2430
			256	0.0162				875	0.0378
			258	0.1296				874	0.2268
			257	0.1404				873	0.0486
			254	0.0702				योग	7.9434
			253	0.2194	धौलपुर	बाड़ी	रूपसपुर	12	0.1970
			245	0.0020				11	0.0100
			246	0.1620				13	0.0750
			247	0.0972				10	0.2100
			248	0.1512				14	0.0100
			249	0.0324				9	0.0040
			239	0.0054				5	0.2560
			338	0.0486				4	0.1890
			339	0.1512				3	0.0525
			340	0.0594				योग	1.0035
			347	0.1404	धौलपुर	बाड़ी	जरारी धेसुआ	981	0.0110
			352	0.0540				978	0.1404
			346	0.0216				979	0.0970
			353	0.1080				985	0.2200
			354	0.1782				1037	0.2490
			355	0.0432				योग	0.7174
			359	0.0216	धौलपुर	बाड़ी	जामालपुर	124	0.0270
			344	0.0356				76	0.0508
			360	0.0216				योग	0.0778
			443	0.0756	धौलपुर	बाड़ी	उलावटी	192	0.1382
			442	0.0756				248	0.0357
			453	0.1264				246	0.1674
			452	0.1588				489	0.1134
			451	0.1438				495	0.0162
			455	0.0020				योग	0.4709
			500	0.1868	धौलपुर	बाड़ी	पुरा उलपवटी	623	0.0486
			501	0.0864				405	0.0196
			502	0.0378				योग	0.0682
			497	0.0810	धौलपुर	बाड़ी	धौंसपुर	367	0.7560
			603	0.4374				372	0.2160
			605	0.1512				371	0.2052
			606	0.4104				योग	1.1772
			596	0.0216	धौलपुर	बाड़ी	लखेपुरा	1	0.1026
			608	0.3780				174	1.5714
			609	0.0972				169	0.3834
			594	0.0162				165	1.0044
			883	0.0108				योग	3.0618
			882	0.2808	धौलपुर	बाड़ी	बकतपुरा	237	0.0108
			881	0.1188				25	0.0810
			890	0.0648				130	0.0108
			880	0.1026				146	0.0702
			879	0.2484					
			867	0.0702					
			868	0.1998					

1	2	3	4	5	1	2	3	4	5
धौलपुर	बाड़ी	बकतपुरा	145	0.0196	धौलपुर	धौलपुर	धीमरी	294/2865	0.0216
			113	0.0054				299	0.0702
			120/1242	0.0648				301	1.5768
			118	0.0432				301/5	0.3726
			119	0.0540				301/8	0.2700
			92	0.0108				301/6	0.0864
			93	0.2322				397	0.0324
			योग	0.6028				396	0.1242
	जपावली		1390	0.1026				395	0.0594
			योग	0.1026				394	0.1836
	अफजलपुर		1508	0.2376				393	0.0162
			1702	0.0216				378	0.0864
			1714	0.0324				392	0.0020
			1716	0.1188				379	0.2086
			1718	0.1242				389	0.1080
			1698	0.0594				388	0.1080
			1720	0.1998				381	0.0076
			2154	0.1080				382	0.0756
			2155	0.0108				387	0.1026
			2146	0.0020				योग	3.5122
			2168	0.1296	धौलपुर	धौलपुर	सरानी	385	0.0324
			2170	0.1620				386	0.0162
			2172	0.0108				411	0.0378
			2186	0.0216				384	0.0972
			2184	0.2268				412	0.0486
			2203	0.1836				413	0.0270
			2206	0.0054				886	0.0540
			योग	1.6544				883	0.1944
	मरहोली		13	0.1836				876	0.2322
			25	0.1816				877	0.1674
			26	0.0020				1314	0.0486
			योग	0.3672				1315	0.0162
	अरूआ		418	0.0162				1292	0.0216
			434	0.1890				1321	0.2052
			435	0.1404				1322	0.1566
			524	0.0324				1323	0.1188
			528	0.3078				1324	0.0054
			540	0.1978				1341	0.2160
			541	0.0020				1286	0.0020
			539	0.1620				1342	0.0844
			563	0.2788				1450	0.2268
			593	0.2160				1451	0.0108
			595	0.0972				1464	0.0378
			594	0.1026				2252	0.0810
			596	0.2300				योग	2.1384
			597	0.1620			शाहपुर	445	0.1134
			624	0.7150				446	0.0410
			625	0.0648				434	0.6210
			योग	2.9140				443	0.0378

1	2	3	4	5	1	2	3	4	5
धौलपुर	धौलपुर	शाहपुर	435	0.0432	धौलपुर	धौलपुर	मिर्जापुर	2106	0.1350
			442	0.1404				2106	0.0972
			438	0.2268				2104	0.1566
			437	0.1890				योग	1.6416
			439	0.0108			खेड़ा	2289	0.0054
		888/2873	0.0432					2293	0.0864
		887	0.3726					2279	0.0108
		885	0.1836					2294	0.0054
		1316	0.0162					2298	0.1148
		1318	0.0054					2297	0.0040
		1317	0.1188					2299	0.0810
		1313	0.0108					2301	0.0324
		1320	0.0540					2309	0.0054
		1327	0.0054					2311	0.0020
		1326	0.1242					2308	0.0196
		1325	0.1566					2307	0.1890
		1287	0.0486					2312	0.0054
		1349	0.0054					2306	0.1188
		1346	0.0648					2303	0.0054
		1391	0.1674					2304	0.0054
		1393	0.0030					2305	0.1188
		1392	0.0240					2334	0.0324
		1360	0.0108					2335	0.0108
		1390	0.1944					2337	0.1438
		1361	0.0250					2336	0.0020
		1389	0.0020					1955	0.0108
		1388	0.1890					2339	0.2106
		2137	0.2484					2344	0.0108
		2248	0.2032					1953	0.2052
		2247	0.0020					2345	0.0378
		2285	0.0432					1951	
		2284	0.1674					1950	
		2280	0.2106					2346	
		योग	4.1234					1948	0.1620
	मिर्जापुर	1441	0.0702					1946	0.0108
		1457	0.0432					1947	0.1728
		1453	0.1782					1941	0.2700
		1454	0.0864					योग	2.1276
		1452	0.0216				मिलगमा	13	0.0216
		1465	0.0486					11	0.2268
		1449	0.0324					12	0.0054
		1447	0.0810					10	0.0702
		2139	0.1134					66	0.0540
		2140	0.0108					9	0.0108
		2136	0.1728					68	0.0054
		2135	0.0054					69	0.1944
		2144	0.0648					107	0.0162
		2147	0.0030					108	0.0594
		2146	0.1806					112	0.2322
		2149	0.0648					114	0.0540
		2111	0.0108					115	0.0324
		2110	0.0648					116	0.0918

1	2	3	4	5	1	2	3	4	5
धौलपुर	धौलपुर	मिलगमा	117	0.1512	धौलपुर	धौलपुर	सुरजपुरा	184	0.1026
			118	0.0540				183	0.1134
			119	0.0702				182	0.0564
			120	0.0540				181	0.0216
			122	0.0972				185	0.0030
			121	0.1188				345	0.1188
			124	0.0216				346	0.1296
			404	0.0594				335	0.0108
			405	0.0162				340	0.0162
			406	0.0918				339	0.1188
			योग	1.8090				338	0.1188
	बसई सामन्ता		521	0.0270				324	0.0324
			522	0.1188				323	0.1674
			523	0.0810				322	0.2376
			524	0.0648				321	0.1080
			527	0.1620				योग	2.7216
			526	0.0216		नरपुरा		552	0.2214
			528	0.0756				553	0.0972
			529	0.0756				550	0.0486
			530	0.0972				549	0.0054
			531	0.0216				544	} 0.3996
			532/1	0.1080				546	
			532/2	0.0378				545	
			566/1	0.2160				547	0.1796
			566/2	0.0756				548	0.0054
			573	0.0054				512	0.0020
			574	0.2376				728	0.1350
			575/2	0.0810				729	0.0108
			575/1	0.0756				727	0.2214
			562	0.0108				726	0.1404
			561	0.0324				725	0.2052
			560	0.0648				717	0.2592
			584	0.0972				711	0.1836
			585	0.0108				714	0.0540
			606	0.0810				708	0.7560
			योग	1.8792				707	0.6372
	सुरजपुरा		225	0.2268				योग	3.5836
			247	0.0756		पुरानी छावनी		1	0.0972
			226	0.1404				2	0.1458
			227	0.1404				579	0.5000
			229	0.1350				योग	0.7430
			230	0.0540					
			231	0.0270					
			217	0.0486					
			232	0.0594					
			233	0.0162					
			234	0.0054					
			236	0.1620					
			190	0.0594					
			191	0.1350					
			188	0.0270					
			187	0.0540					

[फा. सं. एल.-14014/32/04-जी.पी./भाग-I]

एस. बी. मण्डल, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 22nd September, 2006

S.O. 3853.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 1400(E) dated 21-12-2004 issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of Users in Land)

Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for transport of natural gas through Vijaipur-Kota and spur pipelines (Ibrahimpur-Dholpur section) in the State of Rajasthan by the GAIL (India) Limited;

And whereas copies of the said Gazette notifications were made available to the public on 01-08-2006;

And whereas no objections were received from the public to the laying of the pipeline;

And whereas the Competent Authority has, under sub-section (1) of Section 6 of the said Act, submitted its report to the Central Government;

And whereas the Central Government has, after considering the said report, decided to acquire the Right of User in the lands specified in the Schedule;

And whereas part of the land notified under sub-section (1) of Section 3 of the said Act *vide* S.O. 1400 (E) dated 21-12-2004 has been earlier notified under sub-section (1) of Section 6 of the said Act *vide* S.O. 2141 dated 26-05-2006;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the Right of User in the land specified in the Schedule is hereby acquired for laying the pipeline;

And, further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the Right of User in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest, on this date of the publication of the declaration, in the GAIL (India) Limited, free from all encumbrances.

SCHEDULE

District	Tahsil	Village	Survey No.	Area to be acquired for R.O.U. (in Hect.)
1	2	3	4	5
Dholpur	Bari	Ibrahimpur	75	0.1300
			Total	0.1300
		Kherari	104	0.2100
			99	0.1700
			97	0.5720
			98	0.1160
			114	0.2920
			113	0.5780
			Total	1.9380
		Bateshwar Kalan	183/297	1.3060
			176	0.0650
			177	0.0400

1	2	3	4	5
Dholpur	Bari	Bateshwar Kalan	178	0.0020
			174	0.0960
			189	0.0020
			175	0.0450
			169	0.1050
			173	0.0460
			172	0.0870
			171	0.1280
			170	0.1280
			168	0.0030
			156	0.0030
			155	0.0756
			154	0.0280
			153	0.0550
			152	0.0700
			150	0.0130
			151	0.0800
			141	0.2430
			194	0.0080
			195	0.2140
			140	0.1120
			113	0.0580
			112	0.1130
			73	0.0030
			107	0.2570
			106	0.1300
			75	0.0460
			105	0.0980
			82	0.0500
			83	0.1728
			84	0.1680
			92	0.1860
			93	0.0360
			101	0.0300
			100	0.0080
			99	0.1756
			98	0.3020
			273	0.0570
			278	0.0080
			Total	4.8530
		Kuhawani	6	0.0020
			16	0.2680
			17	0.0162
			15	0.1296
			14	0.1296
			12	0.1728
			19	0.1512
			20	0.1728
			26	0.0864
			25	0.0918
			29	0.1728
			30	0.1080
			31	0.0378

1	2	3	4	5
Dholpur	Bari	Kuhawani	37	0.0054
			36	0.1620
			39	0.1566
			44	0.1782
			48	0.1296
			52	0.1546
			51	0.0020
			55	0.1620
			62	0.0810
			61	0.0810
			60	0.1890
			68	0.0108
			69	0.1836
			75	0.0486
			70	0.0054
			74	0.0972
			84	0.1674
			85	0.0054
			92	0.0378
			90	0.0054
			87	0.1350
			86	0.0108
			88	0.1080
			Total	3.6558
Dholpur	Bari	Singorie	984	0.0108
			985	0.0270
			986	0.1328
			987	0.0972
			993	0.0076
			988	0.0594
			989	0.0378
			992	0.0864
			990	0.0076
			991	0.0756
			1045	0.0540
			1046	0.0270
			1044	0.0378
			1026	0.0302
			1027	0.0972
			1042	0.0162
			1041	0.1350
			1040	0.0682
			1039	0.0020
			1038	0.0216
			1065	0.0540
			1066	0.0108
			1067	0.0972
			1037	0.0594
			1068	0.0594
			742	0.0810
			Total	1.3932

1	2	3	4	5
Dholpur	Bari	Garhi Khirana	380	0.1566
			377	0.0054
			378	0.1890
			379	0.0162
			408	0.0054
			407	0.2106
			409	0.0702
			410	0.0054
			411	0.2268
			567	0.0162
			568	0.0540
			581	0.1890
			580	0.0020
			582	0.0844
			583	0.0594
			584	0.0702
			585	0.0378
			598	0.0810
			599	0.0020
			597	0.1492
			595	0.0108
			596	0.0810
			603	0.0020
			605	0.0952
			604	0.1620
			606	0.0162
			1019	0.1188
			1018	0.2734
			617	0.0020
			618	0.0162
			1017	0.0216
			1016	0.1566
			1013	0.0054
			1015	0.0540
			1014	0.1296
			1033	0.1728
			1034	0.1620
			1035	0.0972
			Total	3.2076
Dholpur	Bari	Ranpur	11	0.0020
			1	0.0952
			2	0.1080
			3	0.1674
			4	0.0702
			5	0.0054
			47	0.0378
			170	0.0378
			171	0.2916
			172	0.0108
			178	0.1080
			177	0.2538
			Total	1.1880

1	2	3	4	5	1	2	3	4	5
Dholpur	Bari	Aligharh	146	0.3078	Dholpur	Bari	Aligharh	880	0.1026
			144	0.0054				879	0.2484
			147	0.2754				867	0.0702
			148	0.3598				868	0.1998
			151	0.0020				878	0.2268
			150	0.1350				877	0.0756
			149	0.2322				876	0.2430
			158	0.2322				875	0.0378
			159	0.0054				874	0.2268
			261	0.0378				873	0.0486
			256	0.0162				Total	7.9434
			258	0.1296					
			257	0.1404	Dholpur	Bari	Rupsapur	12	0.1970
			254	0.0702				11	0.0100
			253	0.2194				13	0.0750
			245	0.0020				10	0.2100
			246	0.1620				14	0.0100
			247	0.0972				9	0.0040
			248	0.1512				5	0.2560
			249	0.0324				4	0.1890
			239	0.0054				3	0.0525
			338	0.0486				Total	1.0035
			339	0.1512					
			340	0.0594	Dholpur	Bari	Jarari Ghehsua	981	0.0110
			347	0.1404				978	0.1404
			352	0.0540				979	0.0970
			346	0.0216				985	0.2200
			353	0.1080				1037	0.2490
			354	0.1782				Total	0.7174
			355	0.0432					
			359	0.0216	Dholpur	Bari	Jamalpur	124	0.0270
			344	0.0356				76	0.0508
			360	0.0216				Total	0.0778
			443	0.0756					
			442	0.0756	Dholpur	Bari	Ulawati	192	0.1382
			453	0.1264				248	0.0357
			452	0.1588				246	0.1674
			451	0.1438				489	0.1134
			455	0.0020				495	0.0162
			500	0.1868				Total	0.4709
			501	0.0864					
			502	0.0378	Dholpur	Bari	Pura Ulawati	623	0.0486
			497	0.0810				405	0.0196
			603	0.4374				Total	0.0682
			605	0.1512					
			606	0.4104	Dholpur	Bari	Dhonspur	367	0.7560
			596	0.0216				372	0.2160
			608	0.3780				371	0.2052
			609	0.0972				Total	1.1772
			594	0.0162					
			883	0.0108	Dholpur	Bari	Lakhepura	1	0.1026
			882	0.2808				174	1.5714
			881	0.1188				169	0.3834
			890	0.0648				165	1.0044
								Total	3.0618

1	2	3	4	5	1	2	3	4	5
Dholpur	Bari	Baktupura	237	0.0108	Dholpur	Dholpur	Dhimari	294/2865	0.0216
			25	0.0810				299	0.0702
			130	0.0108				301	1.5768
			146	0.0702				301/5	0.3726
			145	0.0196				301/8	0.2700
			113	0.0054				301/6	0.0864
			120/1242	0.0648				397	0.0324
			118	0.0432				396	0.1242
			119	0.0540				395	0.0594
			92	0.0108				394	0.1836
			93	0.2322				393	0.0162
			Total	0.6028				378	0.0864
Dholpur	Bari	Jhapawali	1390	0.1026				392	0.0020
			Total	0.1026				379	0.2086
Dholpur	Bari	Afzalpur	1508	0.2376				389	0.1080
			1702	0.0216				388	0.1080
			1714	0.0324				381	0.0076
			1716	0.1188				382	0.0756
			1718	0.1242				387	0.1026
			1698	0.0594				Total	3.5122
			1720	0.1998	Dholpur	Dholpur	Sarani	385	0.0324
			2154	0.1080				386	0.0162
			2155	0.0108				411	0.0378
			2146	0.0020				384	0.0972
			2168	0.1296				412	0.0486
			2170	0.1620				413	0.0270
			2172	0.0108				886	0.0540
			2186	0.0216				883	0.1944
			2184	0.2268				876	0.2322
			2203	0.1836				877	0.1674
			2206	0.0054				1314	0.0486
			Total	1.6544				1315	0.0162
Dholpur	Bari	Marholi	13	0.1836				1292	0.0216
			25	0.1816				1321	0.2052
			26	0.0020				1322	0.1566
			Total	0.3672				1323	0.1188
Dholpur	Bari	Aranua	418	0.0162				1324	0.0054
			434	0.1890				1341	0.2160
			435	0.1404				1286	0.0020
			524	0.0324				1342	0.0844
			528	0.3078				1450	0.2268
			540	0.1978				1451	0.0108
			541	0.0020				1464	0.0378
			539	0.1620				2252	0.0810
			563	0.2788				Total	2.1384
			593	0.2160	Dholpur	Dholpur	Shahpur	445	0.1134
			595	0.0972				446	0.0410
			594	0.1026				434	0.6210
			596	0.2300				443	0.0378
			597	0.1620				435	0.0432
			624	0.7150				442	0.1404
			625	0.0648				438	0.2268
			Total	2.9140				437	0.1890

1	2	3	4	5
Dholpur	Dholpur	Khera	2289	0.0054
			2293	0.0864
			2279	0.0108
			2294	0.0054
			2298	0.1148
			2297	0.0040
			2299	0.0810
			2301	0.0324
			2309	0.0054
			2311	0.0020
			2308	0.0196
			2307	0.1890
			2312	0.0054
			2306	0.1188
			2303	0.0054
			2304	0.0054
			2305	0.1188
			2334	0.0324
			2335	0.0108
			2337	0.1438
			2336	0.0020
			1955	0.0108
			2339	0.2106
			2344	0.0108
			1953	0.2052
			2345	0.0378
			1951	0.0378
			1950	
			2346	
			1948	0.1620
			1946	0.0108
			1947	0.1728
			1941	0.2700
			Total	2.1276
Dholpur	Dholpur	Bhilganwa	13	0.0216
			11	0.2268
			12	0.0054
			10	0.0702
			66	0.0540
			9	0.0108
			68	0.0054
			69	0.1944
			107	0.0162
			108	0.0594
			112	0.2322
			114	0.0540
			115	0.0324
			116	0.0918
			117	0.1512
			118	0.0540
			119	0.0702
			120	0.0540
			122	0.0972

1	2	3	4	5	1	2	3	4	5
Dholpur	Dholpur	Bhilganwa	121	0.1188	Dholpur	Dholpur	Surjapura	187	0.0540
			124	0.0216				184	0.1026
			404	0.0594				183	0.1134
			405	0.0162				182	0.0564
			406	0.0918				181	0.0216
								185	0.0030
			Total	1.8090				345	0.1188
Dholpur	Dholpur	Basic Samnta	521	0.0270				346	0.1296
			522	0.1188				335	0.0108
			523	0.0810				340	0.0162
			524	0.0648				339	0.1188
			527	0.1620				338	0.1188
			526	0.0216				324	0.0324
			528	0.0756				323	0.1674
			529	0.0756				322	0.2376
			530	0.0972				321	0.1080
			531	0.0216				Total	2.7216
			532/1	0.1080					
			532/2	0.0378	Dholpur	Dholpur	Narpura	552	0.2214
			566/1	0.2160				553	0.0972
			566/2	0.0756				550	0.0486
			573	0.0054				549	0.0054
			574	0.2376				544	0.3996
			575/2	0.0810				546	
			575/1	0.0756				545	0.0216
			562	0.0108				547	0.1796
			561	0.0324				548	0.0054
			560	0.0648				512	0.0020
			584	0.0972				728	0.1350
			585	0.0108				729	0.0108
			606	0.0810				727	0.2214
			Total	1.8792				726	0.1404
Dholpur	Dholpur	Surjapura	225	0.2268				725	0.2052
			247	0.0756				717	0.2592
			226	0.1404				711	0.1836
			227	0.1404				714	0.0540
			229	0.1350				708	0.7560
			230	0.0540				707	0.6372
			231	0.0270				Total	3.5836
			217	0.0486					
			232	0.0594	Dholpur	Dholpur	Purani Chhawani	1	0.0972
			233	0.0162				2	0.1458
			234	0.0054				579	0.5000
			236	0.1620				Total	0.7430
			190	0.0594					
			191	0.1350					
			188	0.0270					

[F.No.L-14014/32/04-G.P/Part.-I]

S. B. MANDAL, Under Secy.

नई दिल्ली, 25 सितम्बर, 2006

अनुसूची

का.आ. 3854.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 441, तारीख 27-01-2006 एवं का.आ. 1353, तारीख 29-03-2006 द्वारा, उन अधिसूचनाओं से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गेल (इण्डिया) लिमिटेड द्वारा महाराष्ट्र राज्य में दहेज-हजीरा-उरान एवं स्पर पाइपलाइनों के माध्यम से प्राकृतिक गैस परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी ;

और उक्त राजपत्रित अधिसूचनाओं की प्रतियाँ जनता को तारीख 01-06-2006 से 30-06-2006 तक उपलब्ध करा दी गई थीं ;

और पाइपलाइन बिछाने के संबंध में जनता से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और उन्हें अननुज्ञात कर दिया गया है ;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइनों बिछाने के लिए अपेक्षित हैं, उस में उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइनों बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निर्देश देती है कि पाइपलाइनों बिछाने के लिए भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख को, केन्द्रीय सरकार में निहित होने की बजाए, पाइपलाइनों बिछाने का प्रस्ताव करने वाली गेल (इण्डिया) लिमिटेड में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग का अधिकार, इस प्रकार अधिरोपित निबंधनों और शर्तों के अधीन रहते हुए, सभी विल्लंगमों से मुक्त गेल (इण्डिया) लिमिटेड में निहित होगा ।

जिला	तहसील	गाँव	सर्वे नं.	आर.ओ.यू. अर्जित करने के लिए क्षेत्रफल (हेक्ट. में)
1	2	3	4	5
ठाणे	अंबरनाथ	वाडी	22/2 पै	00-03-50
ठाणे	अंबरनाथ	कुशीवली	92 पै	00-09-00
ठाणे	अंबरनाथ	चिखलोली	13/1 पै	00-33-00
ठाणे	कल्याण	म्हसकल	116/0	00-30-00
ठाणे	कल्याण	जांभुल मोहली	39/1 पै	00-17-00
			39/2 पै	00-05-00
ठाणे	भिवंडी	लाप बुद्रुक	114/1	00-02-29
			100/3	00-01-00
ठाणे	भिवंडी	किरबली-दुरबली	127/1	00-01-00
ठाणे	भिवंडी	खलिंग बुद्रुक	23	00-01-11
ठाणे	भिवंडी	दिघाशी	179	00-67-00
ठाणे	भिवंडी	जांभिवली	61/1	00-05-60
ठाणे	वाडा	चिचघर	199	00-05-50
ठाणे	वाडा	बिलोशी	225सी	00-08-20
			205	00-22-00
ठाणे	वाडा	खानिवली	133	00-14-00
ठाणे	वाडा	बिलावली	246/बी	00-22-00
ठाणे	वाडा	विजयगड	14/12	00-09-00
			14/11	00-01-00
ठाणे	वाडा	मुसारणे	355	00-32-00
			357	00-03-00
			356/0	00-03-40
			387/0	00-05-00
ठाणे	वाडा	भोपीवली	188	00-02-00
ठाणे	वाडा	बुधावली	130	00-04-00
ठाणे	विक्रमगढ़	कुझे	475	00-46-00
ठाणे	डहाणू	वाघाडी	39	00-04-00
			290/0	00-30-90
			46/0	00-11-00
ठाणे	डहाणू	ओसरविरा	42	00-18-00
ठाणे	डहाणू	देऊर	122	00-25-00
ठाणे	तलासरी	सुत्रकार	122	00-25-00
ठाणे	तलासरी	बोरमाल	59	00-18-00

[फा. सं. एल-14014/12/06-जी.पी. (भाग-II)]

एस. बी. मण्डल, अवर सचिव

New Delhi, the 25th September, 2006

S.O. 3854.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 441, dated 27-01-2006 and S.O. 1353, dated 29-03-2006 issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to those notifications for the purpose of laying pipeline for transport of natural gas through Dahej-Hazira-Uran & its spur pipelines in the State of Maharashtra by the GAIL (India) Limited;

And, whereas, copies of the said Gazette notifications were made available to the public from 01-06-2006 to 30-06-2006;

And, whereas, the objections received from the public to the laying of the pipeline have been considered and disallowed by the Competent Authority;

And, whereas, the Competent Authority has, under sub-section (1) of Section 6 of the said Act, submitted its report of the Central Government;

And, whereas, the Central Government has, after considering the said report, decided to acquire the Right of User in the lands specified in the Schedule;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the Right of user in the land specified in the Schedule is hereby acquired for laying the pipeline;

And, further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the Right of User in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest, on this date of the publication of the declaration, in the GAIL (India) Limited, free from all encumbrances.

SCHEDULE

District	Taluka	Village	Survey No.	Area to be acquired for ROU (in Hect.)
1	2	3	4	5
Thane	Ambernath	Wadi	22/2 P	00-03-50
Thane	Ambernath	Kushivali	92 P	00-09-00
Thane	Ambernath	Chikholi	13/1 P	00-33-00
Thane	Kalyan	Mahaskal	116/0	00-30-00
Thane	Kalyan	Jambul	39/1 P	00-17-00
		Moholi	39/2 P	00-05-00

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1	2	3	4	5
Thane	Bhiwandi	Lap	114/1	00-02-29
		Budruk	100/3	00-01-00
Thane	Bhiwandi	Kirawali	127/1	00-01-00
		Durawali		
Thane	Bhiwandi	Khaling BK	23	00-01-11
Thane	Bhiwandi	Dighashi	179	00-67-00
Thane	Bhiwandi	Jambhivali	61/1	00-05-60
Thane	Wada	Chinchghar	199	00-05-50
Thane	Wada	Biloshi	225/C	00-08-20
			205	00-22-00
Thane	Wada	Khanivali	133	00-14-00
Thane	Wada	Bilavali	246/B	00-22-00
Thane	Wada	Vijaygad	14/12	00-09-00
			14/11	00-01-00
Thane	Wada	Musarne	355	00-32-00
			357	00-03-00
			356/0	00-03-40
			387/0	00-05-00
Thane	Wada	Bhopivali	188	00-02-00
Thane	Wada	Budhavali	130	00-04-00
Thane	Vikramgad	Kurze	475	00-46-00
Thane	Dahanu	Vaghadi	39	00-04-00
			290/0	00-30-90
			46/0	00-11-00
Thane	Dahanu	Osarvira	42	00-18-00
Thane	Dahanu	Dewoor	122	00-25-00
Thane	Talasari	Sutrakar	122	00-25-00
Thane	Talasari	Bornal	59	00-18-00

[F. No. L-14014/12/06-G.P.(Part-II)]

S. B. MANDAL, Under Secy.

नई दिल्ली, 25 सितम्बर, 2006

क्र.अ. 3855.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या क्र.अ. 1353, तारीख 29-03-2006 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गेल (इण्डिया) लिमिटेड द्वारा महाराष्ट्र राज्य में दहेज-हजिरा-उरान एवं स्पर पाइपलाइनों के माध्यम से प्राकृतिक गैस परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी ;

और, उक्त राजपत्रित अधिसूचनाओं की प्रतियाँ जनता को तारीख 01-06-2006 से 30-06-2006 तक उपलब्ध करा दी गई थी ;

और, पाइपलाइन बिछाने के संबंध में जनता से कोई आक्षेप प्राप्त नहीं हुए हैं,

और, सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और, केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइनों बिछाने के लिए अपेक्षित हैं, उस में उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइनों बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निर्देश देती है कि पाइपलाइनों बिछाने के लिए भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख को, केन्द्रीय सरकार में निहित होने की बजाए, पाइपलाइनों बिछाने का प्रस्ताव करने वाली गेल (इण्डिया) लिमिटेड में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग का अधिकार, इस प्रकार अधिरोपित निबंधनों और शर्तों के अधीन रहते हुए, सभी विल्लंगमों से मुक्त गेल (इण्डिया) लिमिटेड में निहित होगा।

अनुसूची

जिला	तहसील	गाँव	सर्वे नं.	आर.ओ.यू. अर्जित करने के लिए क्षेत्रफल (हेक्ट. में)
1	2	3	4	5
रायगढ़	पनवेल	वाकडी	135/0	00-13-00
			139/0	00-16-00
			65/1	00-10-50
			65/7	00-02-00
			81/1ए	00-02-00
रायगढ़	पनवेल	मोहो	40/4बी	00-01-00
			40/6	00-03-00
			38/5	00-02-00
			81/5	00-02-00

[फा.सं. एल-14014/12/06-जी.पी. (भाग-IV)]

एस. बी. मण्डल, अवर सचिव

New Delhi, the 25th September, 2006

S.O. 3855.—Whereas, by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 1353 dated 29-03-2006 issued under Sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of Users in land) Act, 1962 (50 of 1962) (hereinafter referred to as the said

Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notifications for the purpose of laying pipeline for transport of natural gas through Dahej-Hazira-Uran & its spur pipelines in the State of Maharashtra by the GAIL (India) Limited;

And, whereas, copies of the said Gazette notifications were made available to the public from 01-06-2006 to 30-06-2006;

And, whereas, the objections were received from the public to the laying of the pipeline;

And, whereas, the Competent Authority has, under sub-section (1) of Section 6 of the said Act, submitted its report of the Central Government;

And, whereas, the Central Government has after considering the said report, decided to acquire the Right of User in the lands specified in the Schedule;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the Right of User in the land specified in the Schedule is hereby acquired for laying the pipeline;

And, further, in exercises of the powers conferred by Sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the Right of User in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest, on this date of the publication of the declaration, in the GAIL (India) Limited, free from all encumbrances.

SCHEDULE

District	Taluka	Village	Survey No.	Area to be acquired for ROU (in Hect.)
1	2	3	4	5
Raigad	Panvel	Vakadi	135/0	00-13-00
			139/0	00-16-00
			65/1	00-10-50
Raigad	Panvel	Moho	65/7	00-02-00
			81/1A	00-02-00
			40/4B	00-01-00
			40/6	00-03-00
			38/5	00-02-00
			81/5	00-02-00

[F.No.L-14014/12/06-G.P.(Part-IV)]

S. B. MANDAL, Under Secy.

नई दिल्ली, 25 सितम्बर, 2006

का.आ. 3856.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मुन्द्रा-पानीपत तेल परिवहन के संवर्धन परियोजना के कार्यान्वयन हेतु राजस्थान राज्य में कोट पम्पिंग स्टेशन से कोटडी टर्मिनल स्टेशन तक अपरिष्कृत तेल परिवहन के लिए एक पाइपलाइन बिछाई जानी चाहिए;

और, केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उक्त भूमि में, जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है और जिसमें पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई भी व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में, श्री योगेश कुमार श्रीवास्तव, सक्षम प्राधिकारी राजस्थान, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, (पाइपलाइन्स प्रभाग), 33, मुक्तानन्द नगर, गोपालपुरा बाईपास, जयपुर-302018 (राजस्थान) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

क्रमांक	राज्य	जिला	तहसील	गाँव	खसरा संख्या	क्षेत्रफल हेक्टेयर एयर वर्ग मीटर		
1	2	3	4	5	6	7	8	9
1	राजस्थान	पाली	देसूरी	बड़ौद	76 (राजकीय भूमि)	00	04	90
					62 (राजकीय भूमि)	00	03	60
					26	00	05	10
2	राजस्थान	पाली	देसूरी	ढालोम	363	00	01	30
					362	00	03	80
					361 (राजकीय भूमि)	00	07	10
					360/894 (राजकीय भूमि)	00	00	50
					352 (राजकीय भूमि)	00	07	10
					6 (राजकीय भूमि)	00	04	90

[फा. सं. आर-25011/8/2006/ओआर-1]

एस. के. चिटकारा, अवर सचिव

New Delhi, the 25th September, 2006

S.O. 3856.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of Crude Oil from KOT Pumping Station to KOTADI Terminal Station in the State of Rajasthan, a pipeline should be laid by the Indian Oil Corporation Limited for implementing the "Augmentation of Mundra-Panipat Pipeline System;

And, whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by Sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962, (50 of 1962) the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of the notification issued under Sub-section (1) of Section 3 of the said Act, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri Yogesh Kumar Shrivastava, Competent Authority, Indian Oil Corporation Limited (Pipeline Division), 33, Muktanand Nagar, Gopalpura Bye Pass, Jaipur-302018, (Rajasthan).

SCHEDULE

Sl. No.	State	District	Taluka	Village	Khasra No.	Hect.	Area Are	Sq.mtr.
1	Rajasthan	Pali	Desuri	Barod	76 (Government Land)	00	04	90
					62 (Government Land)	00	03	60
					26	00	05	10
2	Rajasthan	Pali	Desuri	Dhalop	363	00	01	30
					362	00	03	80
					361 (Government Land)	00	07	10
					360/894 (Government Land)	00	00	50
					352 (Government Land)	00	07	10
					6 (Government Land)	00	04	90

[F.No. R-25011/8/2006/OR-1]

S. K. CHITKARA, Under Secy.

नई दिल्ली, 25 सितम्बर, 2006

का. आ. 3857.—केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 2 के खण्ड (क) के अनुसरण में, नीचे दी गई अनुसूची के स्तम्भ 1 में उल्लिखित व्यक्ति को, उक्त अनुसूची के स्तम्भ 2 में की तत्स्थानी प्रविष्टि में उल्लिखित क्षेत्र के संबंध में उक्त अधिनियम के अधीन सक्षम प्राधिकारी के कृत्यों का निर्वहन करने के लिए प्राधिकृत करती है :—

अनुसूची

प्राधिकारी का नाम और पता	अधिकारिता का क्षेत्र
(1)	(2)
श्री गगनदीप सिंह, तहसीलदार, इंडियन ऑयल कॉर्पोरेशन लिमिटेड में प्रतिनियुक्ति पर भूमि अर्जन अधिकारी, सक्षम प्राधिकारी, मकान नं. 23, खुखरेन कालोनी, खालसा स्कूल रोड, खान्ना, जिला-लुधियाना, (पंजाब)	पंजाब राज्य

[फा. सं. आर-25011/9/2006/ओ.आर.-1]

एस. के. चिटकारा, अवर सचिव

New Delhi, the 25th September, 2006

S.O. 3857.—In pursuance of Clause (a) of Section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962, (50 of 1962), the Central Government hereby authorises the person mentioned in column (1) of the Schedule given below to perform the functions of the Competent Authority under the said Act, in respect of the area mentioned in column (2) of the said Schedule :—

SCHEDULE

Name and address of the Authority	Area of jurisdiction
(1)	(2)
Shri Gagandeep Singh, Tehsildar, Land Acquisition Officer on deputation with Indian Oil Corporation Limited, Competent Authority, H. no. 23, Khukhrain Colony, Khalsa School Road, Khanana, District-Ludhiana, (Punjab).	State of Punjab

[F.No. R-25011/9/2006/OR-1]

S. K. CHITKARA, Under Secy.

नई दिल्ली, 25 सितम्बर, 2006

का.आ. 3858.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मुद्रा-पानेपत अपरिष्कृत तेल परिवहन के संवर्धन परियोजना के कार्यान्वयन हेतु राजस्थान राज्य में कोट पम्पिंग स्टेशन से कोटडी टर्मिनल स्टेशन तक अपरिष्कृत तेल परिवहन के लिए एक पाइपलाइन बिछाई जानी चाहिए।

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उक्त भूमि में, जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है और जिसमें पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई भी व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में, श्री योगेश कुमार श्रीवास्तव, सक्षम प्राधिकारी राजस्थान, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, (पाइपलाइन्स प्रभाग), 33, मुक्तानन्द नगर, मोपलपुरा बाईपास, जयपुर-302018 (राजस्थान) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

क्रमांक	राज्य	जिल्हा	तहसील	गाँव	खसरा संख्या	क्षेत्रफल		
						हेक्टेयर	एयर	वर्गमीटर
1	2	3	4	5	6	7	8	9
1	राजस्थान	पाली	काली	भीटवाडा	277	00	12	70
					156	00	15	80
					155	00	00	90
					154	00	03	30
					158	00	01	00
					159	00	13	30
					166	00	23	70
					150	00	10	40
					146	00	00	90
					145	00	13	70
					141	00	08	10
					138	00	09	20
					667	00	14	60
					659	00	06	90
					660	00	07	50
					661	00	18	40
					567	00	07	30
					534	00	01	70
					566	00	00	20
					535	00	09	00
					564	00	11	20
					560	00	09	10
					559	00	07	90
					558	00	05	80

1	2	3	4	5	6	7	8	9
1	राजस्थान	पाली	बाली	भीटवाडा	557	00	00	20
					554	00	05	30
					547	00	23	80
					874	00	13	00
					875	00	10	10
					876	00	01	30
					903	00	05	00
					902	00	16	00
					880	00	00	30
					901	00	00	20
					887	00	13	20
					888	00	11	20
					890	00	08	90
					889	00	01	70
					991	00	04	60
					760	00	03	00
					281 (राजकीय भूमि)	00	29	80
					274 (राजकीय भूमि)	00	04	70
					275 (राजकीय भूमि)	00	02	00
					206 (राजकीय भूमि)	00	03	80
					140 (राजकीय भूमि)	00	11	50
					131 (राजकीय भूमि)	00	04	90
					367 (राजकीय भूमि)	00	06	40
					675 (राजकीय भूमि)	00	36	50
					671 (राजकीय भूमि)	00	04	20
					633 (राजकीय भूमि)	00	01	60
					685 (राजकीय भूमि)	00	04	80
					759 (राजकीय भूमि)	00	01	00
					965 (राजकीय भूमि)	00	01	80
					862 (राजकीय भूमि)	00	14	60
2.				कोटबालियान	1016 (राजकीय भूमि)	00	07	50
					966 (राजकीय भूमि)	00	00	60

[फा. सं. आर-25011/8/2006/ओ.आर.-I]

एस. के. चिटकारा, अव्वर सचिव

New Delhi, the 25th September, 2006

S.O. 3858.—Whereas, it appears to the Central Government, that it is necessary in the public interest that for the transportation of Crude Oil from KOT Pumping Station to KOTADI Terminal Station in the State of Rajasthan, a pipeline should be laid by the Indian Oil Corporation Limited for implementing the Augmentation of Mundra-Panipat Pipeline System.

And, whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962, (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of the notification issued under Sub-section (1) of Section 3 of the said Act, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri Ygesh Kumar Shrivastava, Competent Authority, Indian Oil Corporation limited (Pipeline Division), 33, Muktanand Nagar, Gopalpura Bye Pass, Jaipur-302018, (Rajasthan).

SCHEDULE

Sl. No.	State	District	Tehsil	Village	Khasara No.	Area		
						Hect.	Are	Sq.mtr.
1	2	3	4	5	6	7	8	9
1.	Rajasthan	Pali	Bali	Bheetwara	277	00	12	70
					156	00	15	80
					155	00	00	90
					154	00	03	30
					158	00	01	00
					159	00	13	30
					165	00	23	70
					150	00	10	40
					146	00	00	90
					145	00	13	70
					141	00	08	10
					138	00	09	20
					667	00	14	60
					659	00	06	90
					660	00	07	50
					661	00	18	40
					567	00	07	30
					534	00	01	70
					566	00	00	20
					535	00	09	00
					564	00	11	20

1	2	3	4	5	6	7	8	9
1.	Rajasthan	Pali	Bali	Bheetwara	560	00	09	10
					559	00	07	90
					558	00	05	80
					557	00	00	20
					554	00	05	30
					547	00	23	80
					874	00	13	00
					875	00	10	10
					876	00	01	30
					903	00	05	00
					902	00	16	00
					880	00	00	30
					901	00	00	20
					887	00	13	20
					888	00	11	20
					890	00	08	90
					889	00	01	70
					991	00	04	60
					760	00	03	00
					281 (Government Land)	00	29	80
					274 (Government Land)	00	04	70
					275 (Government Land)	00	02	00
					206 (Government Land)	00	03	80
					140 (Government Land)	00	11	50
					131 (Government Land)	00	04	90
					367 (Government Land)	00	06	40
					675 (Government Land)	00	36	50
					671 (Government Land)	00	04	20
					633 (Government Land)	00	01	60
					685 (Government Land)	00	04	80
					759 (Government Land)	00	01	00
					965 (Government Land)	00	01	80
					862 (Government Land)	00	14	60
2.	Rajasthan	Pali	Bali	Kotbaliyan	1016 (Government Land)	00	07	50
					966 (Government Land)	00	00	60

[F No. R-25011/8/2006/OR-I]

S. K. CHITKARA, Under Secy.

नई दिल्ली, 25 सितम्बर, 2006

का. आ. 3859.— केन्द्रीय सरकार ने पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 2401 तारीख 20 जून, 2006, द्वारा पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे उसके पश्चात उक्त अधिनियम कहा जाएगा) की धारा 3(1) के अधीन अधिसूचनाएं प्रकाशित कर, लिक्विफाइड पेट्रोलियम गैस (एल. पी. जी.) के परिवहन के लिए हरियाणा राज्य में पानीपत से पंजाब राज्य में नाभा होते हुए पंजाब राज्य के जालंधर तक इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने हेतु, उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट, तहसील-कैथल, जिला-कैथल (हरियाणा राज्य) की भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी;

और, उक्त अधिसूचना की प्रतियां जनता को तारीख 17 जुलाई 2006 को उपलब्ध करा दी गई थी;

और, उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी, ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और, केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात इस अधिसूचना से उपाबद्ध अनुसूची में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, घोषणा करती है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के उपयोग का अधिकार अर्जित किया जाता है;

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय, सभी विल्लंगमों से मुक्त होकर इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

तहसील : कैथल			जिला : कैथल		राज्य : हरियाणा	
गांव का नाम	हदबस्त संख्या	मुस्तील संख्या	खसरा / किला संख्या	क्षेत्रफल		
				हेक्टेयर	एयर	वर्गमीटर
1	2	3	4	5	6	7
डीग	43	8	6	00	00	51
			15	00	00	76
			11	00	09	10
			20/1	00	04	56
			20/2	00	07	83
			21	00	03	55
			22	00	12	65
			23	00	06	07
			24	00	10	87
			25	00	05	31
			5	00	01	26
			15			

1	2	3	4	5	6	7
काकोरा	5	9	16	00	02	28
		10	20	00	03	55
			21	00	10	67
		12	1	00	01	26
			9	00	00	51
			10	00	04	82
			11	00	02	28
			12	00	08	33
			19	00	10	67

[फा. सं. आर-25011/06/2006-ओ आर-1]

एस. के. चिटकारा, अवर सचिव

New Delhi, the 25th September, 2006

S. O. 3859.— Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas, published in the Gazette of India vide number S.O. 2461, dated the 20th June 2006, issued under sub-Section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to this notification for the purpose of laying pipeline for transportation of Liquefied Petroleum Gas (LPG) from Panipat in the State of Haryana to Jalandhar in the State of Punjab via Nabha in the State of Punjab by the Indian Oil Corporation Limited in Tehsil-Kaithal, District- Kaithal.

And, whereas, the copies of the said Gazette notification were made available to the public on 17th July 2006;

And, whereas the Competent Authority has under sub-section (1) of section 6 of the said Act, has submitted his report to the Central Government;

And, whereas the Central Government after considering the said report is satisfied that the right of user in the land specified in the schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 6 of the said Act, the central Government hereby declares that the right of user in the land specified in the schedule appended to this notification is acquired;

And, further in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Indian Oil Corporation Limited free from all encumbrances.

SCHEDULE**Tehsil: Kaithal****District: Kaithal****State: Haryana**

Name of Village	Hadbast No.	Mushtil No.	Khasra / Killa No.	Area		
				Hectare	Are	Square Metre
1	2	3	4	5	6	7
Dig	43	8	6	00	00	51
			15	00	00	76
		7	11	00	09	10
			20/1	00	04	56
			20/2	00	07	83
			21	00	03	55
			22	00	12	65
			23	00	06	07
			24	00	10	87
			25	00	05	31
		15	5	00	01	06
Kakaut	5	9	16	00	02	28
		10	20	00	03	55
			21	00	00	67
			12	00	01	26
			9	00	00	51
			10	00	04	82
			11	00	02	28
			12	00	03	33
			19	00	10	67

[F. No. R-25011/06/2006-O.R.-I]
S.K. CHITKARA, Under Secy.

नई दिल्ली, 25 सितम्बर, 2006

का. आ. 3860.—केन्द्रीय सरकार ने पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 2403 तारीख 20 जून, 2006, द्वारा पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे उसके पश्चात उक्त अधिनियम कहा जाएगा) की धारा 3(1) के अधीन अधिसूचनाएं प्रकाशित कर, लिक्विफाइड पेट्रोलियम गैस (एल. पी. जी.) के परिवहन के लिए हरियाणा राज्य में पानीपत से पंजाब राज्य में नामा होते हुए पंजाब राज्य के जालंधर तक इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने हेतु, उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट, तहसील-पानीपत, जिला-पानीपत (हरियाणा राज्य) की भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी;

और, उक्त अधिसूचना की प्रतियां जनता को तारीख 17 जुलाई 2006 को उपलब्ध करा दी गई थी;

और, उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी, ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और, केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात इस अधिसूचना से उपाबद्ध अनुसूची में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, घोषणा करती है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के उपयोग का अधिकार अर्जित किया जाता है;

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय, सभी विल्लंगमों से मुक्त होकर, इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

तहसील : पानीपत

जिला : पानीपत

राज्य : हरियाणा

गांव का नाम	हदबस्त संख्या	मुस्तील संख्या	खसरा / किला संख्या	क्षेत्रफल		
				हेक्टेयर	एयर	वर्गमीटर
1	2	3	4	5	6	7
ददलाना	25	52	25/2	00	00	51
			21	00	06	07
			22	00	11	63
			23	00	12	39
			24	00	12	39
	54	53	25	00	12	39
			13	00	00	25
			14	00	06	07
			15/1/1	00	07	83
			16/2/1/2	00	01	76

1	2	3	4	5	6	7	8
दे दे लाना 25			17	00		05	81
			18/1	00		07	58
			18/2	00		05	31
			19	00		12	65
			20	00		04	30
			21	00		08	84
			22	00		00	25
		55	16	00		12	39
			17	00		12	39
			18	00		12	39
			19	00		12	39
			20	00		11	63
		56	12	00		00	25
			13/1	00		00	51
			13/2	00		01	52
	25	56	14	00		04	04
			15	00		02	02
			16	00		02	53
			17	00		08	33
			18	00		10	67
			19	00		12	39
			20	00		12	39
			1	00		06	07
			2	00		00	76
			4	00		03	55
			5/1	00		02	28
			148/2	00		00	25
			146	00		01	52

[फा. सं. आर-25011/07/2006-ओ आर-1]

एस. के. चिटकारा, अवर सचिव

New Delhi, the 25th September, 2006

S. O. 3860.— Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas, published in the Gazette of India vide number S.O. 2403, dated the 20th June 2006, issued under sub- Section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to this notification for the purpose of laying pipeline for transportation of Liquefied Petroleum Gas (LPG) from Panipat in the State of Haryana to Jalandhar in the State of Punjab via Nabha in the State of Punjab by the Indian Oil Corporation Limited in Tehsil- Panipat, District- Panipat.

And, whereas, the copies of the said Gazette notification were made available to the public on 17th July 2006;

And, whereas the Competent Authority has under sub-section (1) of section 6 of the said Act, has submitted his report to the Central Government;

And, whereas the Central Government after considering the said report is satisfied that the right of user in the land specified in the schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 6 of the said Act, the central Government hereby declares that the right of user in the land specified in the schedule appended to this notification is acquired;

And, further in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Indian Oil Corporation Limited free from all encumbrances.

SCHEDULE

Tehsil: Panipat**District: Panipat****State: Haryana**

Name of Village	Hadbast No.	Mushtil No.	Khasra / Killa No.	Area		
				Hectare	Are	Square Metre
1	2	3	4	5	6	7
Dadlana	25	52	25/2	00	00	51
		53	21	00	06	07
			22	00	11	63
			23	00	12	39
			24	00	12	39
			25	00	12	39

1	2	3	4	5	6	7
Dadlana	25	54	13	00	00	25
			14	00	06	07
			15/1/1	00	07	83
			16/2/1/2	00	01	76
			17	00	05	81
			18/1	00	07	58
			18/2	00	05	31
			19	00	12	65
			20	00	04	30
			21	00	08	84
			22	00	00	25
	55		16	00	12	39
			17	00	12	39
			18	00	12	39
			19	00	12	39
			20	00	11	63
	56		12	00	00	25
			13/1	00	00	51
			13/2	00	01	52
			14	00	04	04

1	2	3	4	5	6	7
		56	15	00	02	02
			16	00	02	53
			17	00	08	33
			18	00	10	67
			19	00	12	39
			20	00	12	39
		62	1	00	06	07
			2	00	00	76
		63	4	00	03	55
			5/1	00	02	28
			148/2	00	00	25
			146	00	01	52

नई दिल्ली, 25 सितम्बर, 2006

का. आ. 3861.— केन्द्रीय सरकार ने पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 2402 तारीख 20 जून, 2006, द्वारा पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे उसके पश्चात उक्त अधिनियम कहा जाएगा) की धारा 3(1) के अधीन अधिसूचनाएं प्रकाशित कर, लिक्विफाइड पेट्रोलियम गैस (एल. पी. जी.) के परिवहन के लिए हरियाणा राज्य में पानीपत से पंजाब राज्य में नामा होते हुए पंजाब राज्य के जालंधर तक इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने हेतु, उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट, तहसील-असंध, जिला-करनाल (हरियाणा राज्य) की भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी;

और, उक्त अधिसूचना की प्रतियां जनता को तारीख 22 जुलाई 2006 को उपलब्ध करा दी गई थी;

और, उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी, ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और, केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात इस अधिसूचना से उपाबद्ध अनुसूची में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, घोषणा करती है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के उपयोग का अधिकार अर्जित किया जाता है;

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय, सभी विल्लगमों से मुक्त होकर, इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

तहसील : असंध

जिला : करनाल

राज्य : हरियाणा

गांव का नाम	हदबस्त संख्या	मुस्तील संख्या	खसरा / किला संख्या	क्षेत्रफल		
				हेक्टेयर	एयर	वर्गमीटर
1	2	3	4	5	6	7
कोताना	26	17	24/2	00	06	07
			25	00	12	65
			21	00	12	65
			22	00	09	10
			23	00	04	56
		22	24	00	00	25
			1	00	09	60
			2	00	12	65
			3	00	12	65
			10	00	02	78

1	2	3	4	5	6	7
कोताना	26	23	1	00	02	28
			5	00	02	28
			6	00	10	12
			7	00	12	65
			8	00	12	65
			9	00	12	39
			10	00	10	12
		24	1	00	12	65
			2/1	00	05	31
			2/2	00	05	31
			3/1	00	09	10
			4/2	00	11	13
			5	00	06	82
			6	00	05	56
			7/1	00	00	76
		25	1	00	00	25
			2	00	03	30
			3	00	07	83
			4	00	12	14
			5	00	12	65
		26	1/2	00	05	31
			2	00	01	01
			3/2	00	07	83
			4/1	00	03	30
			4/3	00	04	82
			7/2	00	00	25
			8/1	00	03	03
			9	00	06	32
			10	00	08	33
		27	6	00	03	03
			53	00	02	53
			58	00	02	28

1	2	3	4	5	6	7
मुनक	28	152	21	00	03	55
			22/2	00	12	65
			23/1	00	00	51
		185	11	00	08	33
		186	2	00	01	01
			3	00	03	30
			6	00	05	81
			15	00	06	32
		224	12/2	00	07	58
			13	00	05	56
			17/2	00	02	02
			18	00	05	56
			19	00	00	25
	20	225	8/2	00	00	25
			13	00	11	38
			14/1	00	01	01
			14/3	00	00	25
		247	11	00	01	26
			19	00	06	57
			20	00	13	15
			22	00	08	09
			23	00	12	14
			24	00	00	25
		261	3	00	02	53
			4	00	14	67
			5	00	03	55
			6	00	11	13
		262	10	00	09	35
			11	00	05	31
			12	00	13	91
			13/1	00	01	01
			17	00	07	33

1	2	3	4	5	6	7
मुनक	28		18/1	00	07	08
			18/2	00	06	57
			19/1	00	00	51
			24	00	07	33
			25	00	12	39
		263	21	00	00	76
		266	1	00	12	14
			2	00	07	33
			3	00	02	28
			4	00	00	51
			7	00	08	33
		266	8	00	10	12
			9	00	05	06
			10	00	00	25
		267	1	00	02	02
			2	00	07	33
			3	00	12	14
			4	00	12	39
			5	00	12	39
			326	00	02	02
			376	00	16	19
			386	00	01	01
			406	00	00	25

[फा. सं. आर-25011/5/2006-ओ आर-1]

एस. के. चिटकारा, अवर सचिव

New Delhi, the 25th September, 2006

S. O. 3861.— Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas, published in the Gazette of India vide number S.O. 2402, dated the 20th June 2006, issued under sub- Section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to this notification for the purpose of laying pipeline for transportation of Liquefied Petroleum Gas (LPG) from Panipat in the State of Haryana to Jalandhar in the State of Punjab via Nabha in the State of Punjab by the Indian Oil Corporation Limited in Tehsil-Asandh, District- Karnal.

And, whereas, the copies of the said Gazette notification were made available to the public on 22nd July 2006;

And, whereas the Competent Authority has under sub-section (1) of section 6 of the said Act, has submitted his report to the Central Government;

And, whereas the Central Government after considering the said report is satisfied that the right of user in the land specified in the schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 6 of the said Act, the central Government hereby declares that the right of user in the land specified in the schedule appended to this notification is acquired;

And, further in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Indian Oil Corporation Limited free from all encumbrances.

SCHEDULE

Tehsil: Asandh

District: Karnal

State: Haryana

Name of Village	Hadbast No.	Mushtil No.	Khasra / Killa No.	Area			
				Hectare	Are	Square Metre	
1	2	3	4	5	6	7	
Kotana	26	17	24/2	00	06	07	
			25	00	12	65	
			21	00	12	65	
			22	00	09	10	
			23	00	04	56	
			24	00	00	25	
		22	1	00	09	60	
			2	00	12	65	
			3	00	12	65	
			10	00	02	78	
			23	1	00	02	28
				5	00	02	28
		6		00	10	12	
			7	00	12	65	
			8	00	12	65	

1	2	3	4	5	6	7
Kotana	26		9	00	12	39
			10	00	10	12
		24	1	00	12	65
			2/1	00	05	31
			2/2	00	05	31
			3/1	00	09	10
			4/2	00	11	13
			5	00	06	82
			6	00	05	56
			7/1	00	00	76
		25	1	00	00	25
			2	00	03	30
			3	00	07	83
			4	00	12	14
			5	00	12	65
		26	1/2	00	05	31
			2	00	01	01
			3/2	00	07	83
			4/1	00	03	30
			4/3	00	04	82
			7/2	00	00	25
			8/1	00	03	03
			9	00	06	32
			10	00	08	33
		27	6	00	03	03
			53	00	02	53
			58	00	02	28
Munak	28	152	21	00	03	55
			22/2	00	12	65
			23/1	00	00	51
		185	11	00	08	33

1	2	3	4	5	6	7
Munak	28	186	2	00	01	01
			3	00	03	30
			6	00	05	81
			15	00	06	32
		224	12/2	00	07	58
			13	00	05	56
			17/2	00	02	02
			18	00	05	56
			19	00	00	25
		225	8/2	00	00	25
			13	00	11	38
			14/1	00	01	01
			14/3	00	00	25
		247	11	00	01	26
			19	00	06	57
			20	00	13	15
			22	00	08	09
			23	00	12	14
			24	00	00	25
		261	3	00	02	53
			4	00	14	67
			5	00	03	55
			6	00	11	13
		262	10	00	09	35
			11	00	05	31
			12	00	13	91
			13/1	00	01	01
			17	00	07	33
			18/1	00	07	08
			18/2	00	06	57
			19/1	00	00	51
			24	00	07	33
			25	00	12	39

1	2	3	4	5	6	7
Munak	28	263	21	00	00	76
		266	1	00	12	14
			2	00	07	33
			3	00	02	28
			4	00	00	51
			7	00	08	33
		266	8	00	10	12
			9	00	05	06
			10	00	00	25
		267	1	00	02	02
			2	00	07	33
			3	00	12	14
			4	00	12	39
			5	00	12	39
			326	00	02	02
			376	00	16	19
			386	00	01	01
			406	00	00	25

[F. No. R-25011/5/2006-O.R.-I]
S.K. CHITKARA, Under Secy.

नई दिल्ली, 25 सितम्बर, 2006

का. आ. 3862.— केन्द्रीय सरकार ने पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 2404 तारीख 20 जून, 2006, द्वारा पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे उसके पश्चात् उक्त अधिनियम कहा जाएगा) की धारा 3(1) के अधीन अधिसूचनाएं प्रकाशित कर, लिक्विफाइड पेट्रोलियम गैस (एल. पी. जी.) के परिवहन के लिए हरियाणा राज्य में पानीपत से पंजाब राज्य में नाभा होते हुए पंजाब राज्य के जालंधर तक इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने हेतु, उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट, तहसील-घरौड़ा, जिला-करनाल (हरियाणा राज्य) की भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी;

और, उक्त अधिसूचना की प्रतियां जनता को तारीख 22 जुलाई 2006 को उपलब्ध कर दी गई थी;

और, उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी, ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और, केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से उपाबद्ध अनुसूची में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, घोषणा करती है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के उपयोग का अधिकार अर्जित किया जाता है;

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय, सभी विल्लंगनों से मुक्त होकर, इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

तहसील : घरौंडा

जिला : करनाल

राज्य : हरियाणा

गांव का नाम	हदबस्त संख्या	मुस्तील संख्या	खसरा / किला संख्या	क्षेत्रफल		
				हेक्टेयर	एयर	वर्गमीटर
1	2	3	4	5	6	7
गुढा	23	75	17	00	00	76
			24	00	06	57
			25	00	07	58
			76	00	10	67
			77	00	05	31
			9	00	03	03
			10	00	12	39
			12/1	00	13	15
			13/1	00	00	76
			16	00	12	39
			17	00	11	63
			18/1	00	11	38
			19/2/2	00	00	25
			147	00	01	01
			503	00	04	30
बेगमपुर	24		688	00	02	02
			689	00	08	09
			691	00	08	84
			692	00	10	87
			733	00	08	33
			734	00	10	87
			735	00	10	87
			736	00	10	87
			749	00	10	37
			757	00	02	28

1	2	3	4	5	6	7
बेगमपुर	24		768	00	07	58
			770	00	11	13
			782	00	01	76
			783	00	09	35
			784	00	11	13
			790	00	02	28
			791	00	08	84
			793	00	11	13
			808	00	06	32
			1195	00	11	13
			1196	00	00	76
			1197	00	07	33
			1198	00	03	55
			1199	00	11	13
			1240	00	10	87
			1241	00	10	87
			1244	00	10	87
			1245	00	10	37
			1247	00	00	25
			1354	00	11	13
			1355	00	09	35
			1356	00	01	76
			1384	00	07	08
			1385	00	03	30
			1395/1	00	11	13
			1396	00	11	13
			1399	00	00	25
			1400	00	04	56
			1401	00	10	67
			1402	00	00	51

1	2	3	4	5	6	7
बेगमपुर	24		1403	00	06	
			1404	00	11	13
			1450	00	11	13
			1451	00	11	13
			1452	00	09	35
			1453	00	01	52
			1461	00	09	86
			1462	00	00	25
			695	00	00	51
			1192	00	01	76
			1193	00	01	01
			1313	00	01	76

[फा. स. आर-25011/5/2006-ओ आर-1]

एस. के. चिटकारा, अव्वर सचिव

New Delhi, the 25th September, 2006

S. O. 3862.— Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas, published in the Gazette of India vide number S.O. 2404, dated the 20th June 2006, issued under sub- Section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to this notification for the purpose of laying pipeline for transportation of Liquefied Petroleum Gas (LPG) from Panipat in the State of Haryana to Jalandhar in the State of Punjab via Nabha in the State of Punjab by the Indian Oil Corporation Limited in Tehsil-Gharaunda, District- Kamal.

And, whereas, the copies of the said Gazette notification were made available to the public on 22nd July 2006;

And, whereas the Competent Authority has under sub-section (1) of section 6 of the said Act, has submitted his report to the Central Government;

And, whereas the Central Government after considering the said report is satisfied that the right of user in the land specified in the schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 6 of the said Act, the central Government hereby declares that the right of user in the land specified in the schedule appended to this notification is acquired;

And, further in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Indian Oil Corporation Limited free from all encumbrances.

SCHEDULE**Tehsil: Gharaunda****District: Karnal****State: Haryana**

Name of Village	Hadbast No.	Mushtil No.	Khasra / Killa No.	Area		
				Hectare	Are	Square Metre
1	2	3	4	5	6	7
Gudha	23	75	17	00	00	76
			24	00	06	57
			25	00	07	58
		76	5	00	10	67
			1	00	05	31
		77	9	00	03	03
			10	00	12	39
			12/1	00	13	15
			13/1	00	00	76
			16	00	12	39
			17	00	11	63
			18/1	00	11	38
			19/2/2	00	00	25
			147	00	01	01
Begampur	24		503	00	04	30
			688	00	02	02
			689	00	08	09
			691	00	08	84
			692	00	10	87
			733	00	08	33
			734	00	10	87
			735	00	10	87
			736	00	10	87
			749	00	10	37
			757	00	02	28
			768	00	07	58
			770	00	11	13

1	2	3	4	5	6	7
Begampur	24		782	00	01	76
			783	00	09	35
			784	00	11	13
			790	00	02	28
			791	00	08	84
			793	00	11	13
			808	00	06	32
			1195	00	11	13
			1196	00	00	76
			1197	00	07	33
			1198	00	03	55
			1199	00	11	13
			1240	00	10	87
			1241	00	10	87
			1244	00	10	87
			1245	00	10	37
			1247	00	00	25
			1354	00	11	13
			1355	00	09	35
			1356	00	01	76
			1384	00	07	08
			1385	00	03	30
			1395/1	00	11	13
			1396	00	11	13
			1399	00	00	25
			1400	00	04	56
			1401	00	10	67
			1402	00	00	51
			1403	00	06	82
			1404	00	11	13
			1450	00	11	13

1	2	3	4	5	6	7
Begampur	24		1451	00	11	13
			1452	00	09	35
			1453	00	01	52
			1461	00	09	86
			1462	00	00	25
			695	00	00	51
			1192	00	01	76
			1193	00	01	01
			1313	00	01	76

[F. No. R-25011/5/2006-O.R.-I]

S.K. CHITKARA, Under Secy.

नई दिल्ली, 25 सितम्बर, 2006

का. आ. 3863.— केन्द्रीय सरकार को लोक हित में यह आवश्यक प्रतीत होता है कि उत्तरप्रदेश राज्य में दादरी से हरियाणा राज्य में पानीपत तक, प्राकृतिक गैस के परिवहन के लिए इण्डियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा “आर.-एल.एन.जी. स्पर पाइपलाइन” के कार्यान्वयन हेतु एक शाखा पाइपलाइन विछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन विछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उक्त भूमि में, जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है और जिसमें पाइपलाइन विछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई भी व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितवद्ध है, उस तारीख से जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाइन विछाने के संबंध में श्री वीरेन्द्र कुमार गुप्ता, वरिष्ठ भूमि अर्जन अधिकारी / सक्षम प्राधिकारी, इण्डियन ऑयल कॉर्पोरेशन लिमिटेड, आर-2/18, राज नगर, गाज़ियाबाद (उत्तर प्रदेश) को लिखित रूप में आक्षेप भेज सकेगा ।

अनुसूची

तहसील : दादरी	जिला : गौतमबुद्धनगर	राज्य : उत्तर प्रदेश		
गाँव का नाम	खसरा संख्या	क्षेत्रफल		
		हेक्टेयर	एयर	वर्गमीटर
1	2	3	4	5
1. सालारपुर कलां	440	0	05	76
	441	0	28	56
	442	0	00	48
	435	0	05	94
	371	0	00	18
	380	0	00	20
	381	0	16	02
	382	0	01	44
	378	0	10	26
	389	0	01	28
	390	0	06	93
	388	0	03	96
	391	0	10	44
	392	0	07	02
	415	0	03	20
	414	0	04	32
	413	0	00	36
	409	0	00	60
	410	0	03	92
	411	0	00	20
	412	0	00	48
	407	0	05	94
	425	0	01	44
	863	0	06	48
	869	0	00	90
	335	0	05	84
	336	0	00	96
	334	0	15	84
	333	0	12	60
	332	0	00	72

गाँव का नाम	खसरा संख्या	क्षेत्रफल		
		हेक्टेयर	एयर	वर्गमीटर
1	2	3	4	5
	870	0	00	36
	873	0	05	04
	872	0	02	32
	871	0	17	03
	880	0	00	90
	881	0	00	20
	882	0	00	20
	831	0	00	36
	868	0	00	20
	833	0	01	44
	770	0	17	82
	772	0	05	04
	773	0	08	82
	774	0	00	90
	760	0	00	36
	735	0	14	40
	734	0	04	68
	729	0	00	36
	727	0	16	20
	726	0	07	38
	786	0	00	36
	721	0	01	44
	790	0	06	28
	791	0	01	08
	792	0	00	36
	651	0	00	20
	793	0	00	72
	650	0	22	32
	649	0	12	42
	647	0	01	10
	648	0	18	44
	638	0	01	44
	636	0	01	08

गाँव का नाम	खसरा संख्या	क्षेत्रफल		
		हेक्टेयर	एयर	वर्गमीटर
1	2	3	4	5
	634	0	00	20
	635	0	10	60
	637	0	11	70
	627	0	03	60
	626	0	12	24
	622	0	12	84
	619	0	00	80
	616	0	00	20
	617	0	12	38
	618	0	00	96
	611	0	00	90
	612	0	00	54
	607	0	00	20
	606	0	01	68
	595	0	00	36
	624	0	00	72
2. दादपुर खताना	6	0	00	72
	5	0	02	80
	4	0	09	54
	3	0	03	20
	11	0	01	08
	23	0	17	64
	24	0	01	44
	26	0	01	17
	25	0	01	26
3. रानौली लतीफपुर	274	0	11	79
	280	0	00	36
	281	0	13	14
	288	0	20	97
	282	0	10	08
	284	0	04	86
	283	0	12	24
	379	0	01	08

गाँव का नाम	खसरा संख्या	क्षेत्रफल		
		हेक्टेयर	एयर	वर्गमीटर
1	2	3	4	5
	732	0	10	74
	731	0	01	60
	730	0	13	46
	726	0	01	08
	727	0	06	24
	724	0	00	54
	698	0	02	24
	699	0	02	10
	700	0	09	72
	697	0	02	56
	702	0	20	34
	705	0	05	76
	691	0	00	90
	673	0	17	28
	671	0	10	36
	669	0	02	56
	670	0	38	62
	647	0	03	60
	506	0	26	28
	500	0	08	64
	499	0	09	36
	510	0	00	90
	481	0	05	04
	477	0	00	20
	478	0	00	21
	479	0	01	40
	480	0	16	92
4. राजतपुर	588	0	00	72
	587	0	09	00
	586	0	05	89
	572	0	00	72
	571	0	00	54
	563	0	03	06

गाँव का नाम	खसरा संख्या	क्षेत्रफल		
		हेक्टेयर	एयर	वर्गमीटर
1	2	3	4	5
	599	0	03	96
	559	0	04	60
	600	0	07	92
	553	0	02	04
	601	0	01	35
	552	0	05	40
	471	0	01	62
	443	0	10	62
	442	0	13	14
	436	0	01	44
	439	0	00	20
	441	0	00	36
	440	0	00	54
	406	0	12	60
5. कुडी खेड़ा	474	0	00	72
	475	0	01	20
	473	0	27	72
	472	0	00	36
	471	0	08	10
	468	0	00	72
	517	0	04	00
	465	0	00	72
	468	0	00	72
	455	0	00	38
	452	0	14	20
	451	0	00	72
	450	0	18	90
	449	0	16	56
	430	0	01	89
	349	0	04	14
	348	0	03	55
	347	0	00	20
	353	0	00	72

गाँव का नाम	खसरा संख्या	क्षेत्रफल		
		हेक्टेयर	एयर	वर्गमीटर
1	2	3	4	5
	352	0	14	04
	354	0	00	36
	355	0	00	72
	362	0	01	20
	360	0	24	20
	359	0	12	06
	373	0	00	36
	374	0	00	72
	382	0	11	43
	383	0	07	29
	384	0	00	20
	414	0	00	54
	389	0	00	30
	413	0	10	98
	398	0	00	36
	397	0	01	80
	399	0	15	48
	400	0	00	54
	403	0	00	20
	401	0	19	08
	243	0	02	70
	70	0	00	84
	69	0	02	88
	68	0	02	16
	402	0	00	90
6. बम्बावड़	1296	0	01	90
	504	0	01	98
	503	0	10	60
	505	0	00	36
	506	0	04	81
	502	0	04	66
	507	0	00	30
	501	0	01	28

गाँव का नाम	खसरा संख्या	क्षेत्रफल		
		हेक्टेयर	एयर	वर्गमीटर
1	2	3	4	5
	508	0	10	96
	509	0	06	66
	498	0	01	08
	497	0	00	36
	496	0	06	59
	492	0	01	19
	488	0	00	90
	487	0	18	72
	486	0	10	33
	479	0	00	36
	473	0	00	90
	472	0	00	81
	471	0	00	20
	470	0	00	88
	469	0	13	85
	468	0	03	78
	465	0	01	44
	407	0	01	28
	406	0	03	06
	405	0	01	44
	404	0	06	10
	403	0	00	72
	466	0	01	44
	205	0	08	64
	292	0	01	80
	291	0	00	28
	302	0	00	80
	290	0	08	55
	289	0	00	90
	288	0	14	67
	280	0	00	72
	279	0	00	72
	278	0	07	02

7. महावड़

गाँव का नाम	खसरा संख्या	क्षेत्रफल		
		हेक्टेयर	एयर	वर्गमीटर
1	2	3	4	5
	268	0	16	38
	261	0	00	72
	260	0	00	72
	117	0	05	85
	116	0	15	12
	118	0	11	52
	119	0	05	67
	120	0	00	72
	122	0	05	76
	123	0	08	82
	124	0	16	92
	127	0	10	77
	128	0	01	20
	109	0	00	72
	108	0	00	72
	99	0	00	20
	100	0	00	20
	98	0	18	45
	97	0	15	66
	96	0	00	36
	95	0	11	70
8. इस्लामाबाद कल्दा	195	0	01	44
	288	0	12	96
	287	0	05	04
	286	0	07	92
	285	0	08	64
	284	0	04	32
	283	0	00	36
	282	0	07	20
	281	0	02	34
	273	0	00	36
	279	0	00	20
	280	0	00	20

गाँव का नाम	खसरा संख्या	क्षेत्रफल		
		हेक्टेयर	एयर	वर्गमीटर
1	2	3	4	5
	259	0	09	54
	258	0	13	68
	257	0	00	54
	256	0	00	36
	254	0	00	20
	253	0	01	00
	252	0	00	20
	251	0	11	07
	248	0	01	26
	242	0	09	72
	241	0	00	30
	240	0	00	54
	239	0	00	36
	235	0	00	20
	236	0	19	98
	237	0	09	36
	156	0	04	32
	134	0	00	20
	155	0	00	90
	135	0	08	10
	136	0	06	84
	144	0	00	48
	137	0	00	36
	138	0	00	54
	141	0	17	82
	128	0	09	36
	127	0	14	04
	125	0	06	12
	123	0	00	36
	122	0	00	54
	120	0	03	30
	119	0	09	54
	115	0	00	72

गाँव का नाम	खसरा संख्या	क्षेत्रफल		
		हेक्टेयर	एयर	वर्गमीटर
1	2	3	4	5
	108	0	08	64
	109	0	05	22
	106	0	03	42
	105	0	02	34
9. कचैड़ा वारसाबाद	1032	0	15	48
	1026	0	04	68
	1007	0	00	40
	1015	0	07	74
	1008	0	02	34
	1013	0	00	36
	1014	0	00	54
	1016	0	10	08
	1017	0	11	88
	1018	0	10	34
	1019	0	00	53
	1020	0	00	36
	1021	0	03	88
	1023	0	00	20
	998	0	00	89
	831	0	02	18
	830	0	04	49
	825	0	00	32
	829	0	05	35
	826	0	06	14
	827	0	10	75
	822	0	01	03
	813	0	03	33
	812	0	16	57
	811	0	08	91
	808	0	07	84
	783	0	00	53
	767	0	04	86
	766	0	05	58

गाँव का नाम	खसरा संख्या	क्षेत्रफल		
		हेक्टेयर	एयर	वर्गमीटर
1	2	3	4	5
	765	0	15	84
	768	0	00	54
	770	0	05	76
	771	0	13	14
	769	0	00	20
	772	0	00	20
	758	0	00	72
	738	0	12	60
	739	0	00	56
	740	0	00	36
	741	0	29	16
	743	0	14	40
	706	0	00	36
	705	0	00	54
	650	0	05	40
	651	0	01	92
	652	0	12	24
	653	0	06	12
	654	0	00	20
	661	0	00	54
	675	0	02	40
	676	0	00	36
	678	0	15	12
	679	0	00	36
	680	0	00	54
	681	0	03	60
	682	0	09	00
	683	0	11	34
	684	0	13	68
	685	0	00	54
	686	0	09	00
	667	0	00	27
	65	0	00	27

गाँव का नाम	खसरा संख्या	क्षेत्रफल		
		हेक्टेयर	एकर	कनिश्चर
1	2	3	4	5
	54	0	02	88
	53	0	00	54
	55	0	00	20
	49	0	00	24
	48	0	03	86
	44	0	00	54
	45	0	00	36
	43	0	03	96
	42	0	02	88
	41	0	02	70
	40	0	03	06
	39	0	01	12
	38	0	00	54
	26	0	00	90

[फा. सं. एल-14014/31/2006-जी.पी.]

एस. जी. मण्डल, अपर सचिव

New Delhi, the 25th September, 2006

S.O. 3863.— Whereas, it appears to the Central Government, that it is necessary in the public interest that for the transportation of Natural Gas from Dadri in the State of Uttar Pradesh to Panipat in the State of Haryana through " R-LNG Spur pipeline from Dadri to Panipat ", should be laid by the Indian Oil Corporation Limited;

And, whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by Sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Any person interested in the land described in the said schedule may, within twenty one days from the date on which the copies of this notification issued under sub-section(1) of Section 3 of the said Act, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land, to Shri Birendra Kumar Gupta, Sr. Land Acquisition Officer/ Competent Authority, Indian Oil Corporation Limited, R - 2/18 Raj Nagar Ghaziabad, (Uttar Pradesh).

SCHEDULE

Tehsil : Dadri	District: Gautambudhnagar	State: Uttar Pradesh		
Name of Village	Khasra No.	Area		
		Hectare	Are	Square Meter
1	2	3	4	5
1. SALARPUR KALAN	440	0	05	76
	441	0	28	56
	442	0	00	48
	435	0	05	94
	371	0	00	18
	380	0	00	20
	381	0	16	02
	382	0	01	44
	378	0	10	26
	389	0	01	28
	390	0	06	93
	388	0	03	96
	391	0	10	44
	392	0	07	02
	415	0	03	20
	414	0	04	32
	413	0	00	36
	409	0	00	60
	410	0	03	92
	411	0	00	20
	412	0	00	48
	407	0	05	94
	425	0	01	44
	863	0	06	48
	869	0	00	90
	335	0	05	84
	336	0	00	96
	334	0	15	84
	333	0	12	60
	332	0	00	72

Name of Village	Khasra No.	Area		
		Hectare	Are	Square Meter
1	2	3	4	5
	870	0	00	36
	873	0	05	04
	872	0	02	32
	871	0	17	03
	880	0	00	90
	881	0	00	20
	882	0	00	20
	831	0	00	36
	868	0	00	20
	833	0	01	44
	770	0	17	82
	772	0	05	04
	773	0	08	82
	774	0	00	90
	760	0	00	36
	735	0	14	40
	734	0	04	68
	729	0	00	36
	727	0	16	20
	726	0	07	38
	786	0	00	36
	721	0	01	44
	790	0	06	28
	791	0	01	08
	792	0	00	36
	651	0	00	20
	793	0	00	72
	650	0	22	32
	649	0	12	42
	647	0	01	10
	648	0	18	44
	638	0	01	44
	636	0	01	08

Name of Village	Khasra No.	Area		
		Hectare	Are	Square Meter
1	2	3	4	5
	634	0	00	20
	635	0	10	60
	637	0	11	70
	627	0	03	60
	626	0	12	24
	622	0	12	84
	619	0	00	80
	616	0	00	20
	617	0	12	38
	618	0	00	96
	611	0	00	90
	612	0	00	54
	607	0	00	20
	606	0	01	68
	595	0	00	36
	624	0	00	72
2. DADUPUR KHATANA	6	0	00	72
	5	0	02	80
	4	0	09	54
	3	0	03	20
	11	0	01	08
	23	0	17	64
	24	0	01	44
	26	0	01	17
	25	0	01	26
3. RANAULI LATIFPUR	274	0	11	79
	280	0	00	36
	281	0	13	14
	288	0	20	97
	282	0	10	08
	284	0	04	86
	283	0	12	24
	379	0	01	08

Name of Village	Khasra No.	Area		
		Hectare	Are	Square Meter
1	2	3	4	5
	732	0	10	74
	731	0	01	60
	730	0	13	46
	726	0	01	08
	727	0	06	24
	724	0	00	54
	698	0	02	24
	699	0	02	10
	700	0	09	72
	697	0	02	56
	702	0	20	34
	705	0	05	76
	691	0	00	90
	673	0	17	28
	671	0	10	36
	669	0	02	56
	670	0	38	62
	647	0	03	60
	506	0	26	28
	500	0	08	64
	499	0	09	36
	510	0	00	90
	481	0	05	04
	477	0	00	20
	478	0	00	21
	479	0	01	40
	480	0	16	92
4. RAJATPUR	588	0	00	72
	587	0	09	00
	586	0	05	89
	572	0	00	72
	571	0	00	54
	563	0	03	06

Name of Village	Khasra No.	Area		
		Hectare	Are	Square Meter
1	2	3	4	5
	599	0	03	96
	559	0	04	60
	600	0	07	92
	553	0	02	04
	601	0	01	35
	552	0	05	40
	471	0	01	62
	443	0	10	62
	442	0	13	14
	436	0	01	44
	439	0	00	20
	441	0	00	36
	440	0	00	54
	406	0	12	60
5. KURI KHERA	474	0	00	72
	475	0	01	20
	473	0	27	72
	472	0	00	36
	471	0	08	10
	468	0	00	72
	517	0	04	00
	465	0	00	72
	468	0	00	72
	455	0	00	38
	452	0	14	20
	451	0	00	72
	450	0	18	90
	449	0	16	56
	430	0	01	89
	349	0	04	14
	348	0	03	55
	347	0	00	20
	353	0	00	72

Name of Village	Khasra No.	Area		
		Hectare	Are	Square Meter
1	2	3	4	5
	352	0	14	04
	354	0	00	36
	355	0	00	72
	362	0	01	20
	360	0	24	20
	359	0	12	06
	373	0	00	36
	374	0	00	72
	382	0	11	43
	383	0	07	29
	384	0	00	20
	414	0	00	54
	389	0	00	30
	413	0	10	98
	398	0	00	36
	397	0	01	80
	399	0	15	48
	400	0	00	54
	403	0	00	20
	401	0	19	08
	243	0	02	70
	70	0	00	84
	69	0	02	88
	68	0	02	16
	402	0	00	90
6. BAMBAWAR	1296	0	01	90
	504	0	01	98
	503	0	10	60
	505	0	00	36
	506	0	04	81
	502	0	04	66
	507	0	00	30
	501	0	01	28

Name of Village	Khasra No.	Area		
		Hectare	Are	Square Meter
1	2	3	4	5
	508	0	10	96
	509	0	06	66
	498	0	01	08
	497	0	00	36
	496	0	06	59
	492	0	01	19
	488	0	00	90
	487	0	18	72
	486	0	10	33
	479	0	00	36
	473	0	00	90
	472	0	00	81
	471	0	00	20
	470	0	00	88
	469	0	13	85
	468	0	03	78
	465	0	01	44
	407	0	01	28
	406	0	03	06
	405	0	01	44
	404	0	06	10
	403	0	00	72
	466	0	01	44
	205	0	08	64
7. MAHAWAR	292	0	01	80
	291	0	00	28
	302	0	00	80
	290	0	08	55
	289	0	00	90
	288	0	14	67
	280	0	00	72
	279	0	00	72
	278	0	07	02

Name of Village	Khasra No.	Area		
		Hectare	Acre	Square Meter
1	2	3	4	5
	268	0	16	36
	261	0	00	72
	260	0	00	72
	117	0	05	86
	116	0	15	12
	118	0	11	52
	119	0	05	87
	120	0	00	72
	122	0	05	76
	123	0	08	82
	124	0	16	92
	127	0	10	77
	128	0	01	20
	109	0	06	72
	108	0	00	72
	99	0	00	29
	100	0	00	20
	98	0	18	45
	97	0	15	66
	96	0	00	36
	95	0	11	70
8. ISLAMABAD KALDA	195	0	01	44
	288	0	12	96
	287	0	05	04
	286	0	07	92
	285	0	08	64
	284	0	04	32
	283	0	00	36
	282	0	07	20
	281	0	02	34
	273	0	00	36
	279	0	00	20
	280	0	00	20

Name of Village	Khasra No.	Area		
		Hectare	Are	Square Meter
1	2	3	4	5
	259	0	09	54
	258	0	13	68
	257	0	00	54
	256	0	00	36
	254	0	00	20
	253	0	01	00
	252	0	00	20
	251	0	11	07
	248	0	01	26
	242	0	09	72
	241	0	00	30
	240	0	00	54
	239	0	00	36
	235	0	00	20
	236	0	19	98
	237	0	09	36
	156	0	04	32
	134	0	00	20
	155	0	00	90
	135	0	08	10
	136	0	06	84
	144	0	00	48
	137	0	00	36
	138	0	00	54
	141	0	17	82
	128	0	09	36
	127	0	14	04
	125	0	06	12
	123	0	00	36
	122	0	00	54
	120	0	03	30
	119	0	09	54
	115	0	00	72

Name of Village	Khasra No.	Area		
		Hectare	Are	Square Meter
1	2	3	4	5
	108	0	08	64
	109	0	05	22
	106	0	03	42
	105	0	02	34
9. KOCHEHRA WARSABAD	1032	0	15	48
	1026	0	04	68
	1007	0	00	40
	1015	0	07	74
	1008	0	02	34
	1013	0	00	36
	1014	0	00	54
	1016	0	10	08
	1017	0	11	88
	1018	0	10	34
	1019	0	00	53
	1020	0	00	36
	1021	0	03	88
	1023	0	00	20
	998	0	00	89
	831	0	02	18
	830	0	04	49
	825	0	00	32
	829	0	05	35
	826	0	06	14
	827	0	10	75
	822	0	01	03
	813	0	03	33
	812	0	16	57
	811	0	08	91
	808	0	07	84
	783	0	00	53
	767	0	04	86
	766	0	05	58

Name of Village	Khasra No.	Area		
		Hectare	Are	Square Meter
1	2	3	4	5
	765	0	15	84
	768	0	00	54
	770	0	05	76
	771	0	13	14
	769	0	00	20
	772	0	00	20
	758	0	00	72
	738	0	12	60
	739	0	00	56
	740	0	00	36
	741	0	29	16
	743	0	14	40
	706	0	00	36
	705	0	00	54
	650	0	05	40
	651	0	01	92
	652	0	12	24
	653	0	06	12
	654	0	00	20
	661	0	00	54
	675	0	02	40
	676	0	00	36
	678	0	15	12
	679	0	00	36
	680	0	00	54
	681	0	03	60
	682	0	09	00
	683	0	11	34
	684	0	13	68
	685	0	00	54
	686	0	09	00
	667	0	00	27
	65	0	00	27

Name of Village	Khasra No.	Area		
		Hectare	Are	Square Meter
1	2	3	4	5
	54	0	02	88
	53	0	00	54
	55	0	00	20
	49	0	00	24
	48	0	03	96
	44	0	00	54
	45	0	00	36
	43	0	03	96
	42	0	02	88
	41	0	02	70
	40	0	03	06
	39	0	01	12
	38	0	00	54
	26	0	00	90

[F. No. L-14014/31/2006-G.P.]
S.B MANDAL, Under Secy.

नई दिल्ली, 27 सितम्बर, 2006

का. आ. 3864.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मध्य प्रदेश में मांगल्या (इन्दौर) संस्थापन से हरयाणा राज्य में पियाला तथा दिल्ली राष्ट्रीय राजधानी क्षेत्र में बिजबासन तक पेट्रोलियम उत्पादों के परिवहन के लिए भारत पेट्रोलियम कार्पोरेशन लिमिटेड द्वारा एक विस्तार पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में, जो इससे उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50), की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिये उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री अरविन्द खरे, सक्षम प्राधिकारी, मुम्बई-मांगल्या पाइपलाइन विस्तार परियोजना, भारत पेट्रोलियम कार्पोरेशन लिमिटेड, 8/5, वैशाली, नानाखेडा बस स्टैंड के पास, उज्जैन -456010, (मध्यप्रदेश) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : उज्जैन		जिला : उज्जैन	राज्य : मध्यप्रदेश
क्र.	ग्राम का नाम	सर्वे नंबर	क्षेत्रफल हेक्टेयर में
1	2	3	4
1	गावडी	650	0.0108
		619/878	0.0108
2	माधोपुर	81	0.1080
		12	0.0216
		15	0.0216
		9	0.0810
		82	0.0216
		89	0.0810
		90	0.0900
		91	0.0108
		93	0.1620
		83	0.0216
		84	0.0216
		85	0.0216
		77 (रेल्वे भूमि)	0.1044
		78 (रेल्वे भूमि)	0.0810

[फा. सं. आर-31015/66/2004 ओ.आर.-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 27th September, 2006

S. O. 3864.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Manglya (Indore) terminal in the State of Madhya Pradesh, an extension pipeline to Piyala in the State of Haryana and Bijwasan in the NCT of Delhi should be laid by Bharat Petroleum Corporation Limited;

And whereas it appears to the Central Government that for the purpose of laying such pipeline it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule may within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Arvind Khare, Competent Authority, Mumbai-Manglya Pipeline Extension Project, Bharat Petroleum Corporation Limited, 8/5, Vaishali, Near of Nanakheda Bus Stand, Ujjain - 456010 (Madhya Pradesh).

SCHEDULE

TEHSIL : UJJAIN		DISTRICT : UJJAIN		STATE : MADHYA PRADESH	
S.No.	NAME OF VILLAGE	SURVEY NO.		AREA IN HECTARE	
1	2	3		4	
1	GAVADI	650		0.0108	
		619/878		0.0108	
2	MADHOPUR	81		0.1080	
		12		0.0216	
		15		0.0216	
		9		0.0810	
		82		0.0216	
		89		0.0810	
		90		0.0900	
		91		0.0108	
		93		0.1620	
		83		0.0216	
		84		0.0216	
		85		0.0216	
		77 (Railway Land)		0.1044	
		78 (Railway Land)		0.0810	

[F. No. R-31015/66/2004-O.R.-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 27 सितम्बर, 2006.

का. आ. 3865.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मध्य प्रदेश में मांगल्या (इन्दौर) संस्थापन से हरयाणा राज्य में पियाला तथा दिल्ली राष्ट्रीय राजधानी क्षेत्र में बिजवासन तक पेट्रोलियम उत्पादों के परिवहन के लिए भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा एक विस्तार पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में, जो इससे उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50), की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिये उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री अरविन्द खरे, सक्षम प्राधिकारी, मुम्बई-मांगल्या पाइपलाइन विस्तार परियोजना, भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड, 8/5, वैशाली, नानाखेडा बस स्टैंड के पास, उज्जैन -456010, (मध्यप्रदेश) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : आगर		जिला : शाजापुर	राज्य : मध्यप्रदेश
क्र.	ग्राम का नाम	सर्वे नंबर	क्षेत्रफल हेक्टेयर में
1	2	3	4
1	भीमपुरा	510	0.0432
2	लक्ष्मणखेड़ी	183 (शास. कदीम)	0.0108
		331 (शास. नदी)	0.0432
3	जैतपुरा	42	0.1728
4	भ्याना	358	0.0216
5	जामुनिया	334	0.2340
6	परसुखेड़ी	552 (शास. गोठान)	1.0000
		370 (शास. नाला)	0.0432
7	निपानिया बैजनाथ	115	0.0540
		393	0.0936
		1246 (शास. पहाड़)	1.0000
8	काशी बर्डिया	702	0.0216
9	भीमलौद	549	0.1620
10	बापध्या	1098	0.0936
		1094	0.0108
		1055	0.0936
		1059	0.0540
		906	0.1044
		1044	0.0936
		1056	0.0540
		1127	0.3240
		857	0.1530
		905	0.0720
		906	0.0216
		907	0.0108
		694	0.1530
		663	0.0540
		864	0.1440
		1123	0.0936
11	कराडिया	614	0.0720
		588	0.1044
		530 (शास. रास्ता)	0.0108
		616	0.1530
		617	0.0540
		616	0.0720

New Delhi, the 27th September, 2006

S. O. 3865.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Mangho (Madhya Pradesh) to Piyala in the State of Madhya Pradesh, an extension pipeline to Piyala in the State of Madhya Pradesh and Bijwasan in the NCT of Delhi should be laid by Bharat Petroleum Corporation Limited;

And whereas it appears to the Central Government that for the purpose of laying such pipeline it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (30 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule may within twenty-one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Arvind Khare, Competent Authority, Mumbai Pipeline Extension Project, Bharat Petroleum Corporation Limited, 8/5, Vaishali, Near Bus Stand, Ujjain - 456010 (Madhya Pradesh).

SCHEDULE

TEHSIL : AGAR		DISTRICT : SHAMAPUR	STATE : MADHYA PRADESH
S.No.	NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
1	2	3	4
1	BHIMPURA	510	0.0432
2	LAXMANPURI	183 (Govt. Kachin) 331 (Govt. River)	0.0188 0.0032
3	JATIPURA	42	0.1726
4	BHYANA	358	0.0216
5	JAMUNYA	334	0.2340
6	PATSIKHERI	552 (Govt. Gothan) 370 (Govt. Nala)	1.0900 0.0432
7	NIPANIYA BAJNATH	115 393 1246 (Govt. Pahad)	0.0540 0.0936 1.0000
8	KASHI BARDIYA	702	0.0216
9	BHIMLOD	849	0.1620
10	BHAPACHYA	1098 1094 1055 1059 908	0.0936 0.0108 0.0936 0.0540 0.1044

S.No.	NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
1	2	3	4
10	BAPACHYA (C&T-4...)	1044	0.0936
		1058	0.0540
		1127	0.3240
		857	0.1530
		905	0.0720
		906	0.0216
		907	0.0108
		894	0.1530
		863	0.0540
		864	0.1440
		1123	0.0936
11	KARADIYA	614	0.0720
		588	0.1044
		530(Govt.Road)	0.0108
		616	0.1530
	..)	617	0.0540
		618	0.0720

[F. No. R-31015/68/2004-O.R.-II]
A. GOSWAMI, Under Secy.

नई दिल्ली, 27 सितम्बर, 2006

का. आ. 3866.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मुन्द्रा (गुजरात) से दिल्ली तक पेट्रोलियम उत्पादों के परिवहन के लिए हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में, जो इस से उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री एफ. ए. बाबी. सक्षम प्राधिकारी, मुम्बई-दिल्ली पेट्रोलियम उत्पाद पाइपलाइन, हिन्दुस्तान पेट्रोलियम कोर्पोरेशन लिमिटेड एच.पी.सी.एल. कंडला टर्मिनल -2, बंगलौर -1, खारी रोहर, गांधीघाट -370 240, कच्छ, (गुजरात), को लिखित रूप में आवेदन भेज सकेगा।

अनुसूची

तालुका : पालनपुर		जिला : बनावसकांठ		राज्य : गुजरात		
क्रम सं.	गाँव का नाम	खसरा सं.	उप खण्ड सं.	क्षेत्रफल		
				हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6	7
1.	सागडि (नामणीवास)	12	1	0	03	39
		12	2	0	08	49
		12	3	0	02	38
2.	कुंभलगेर	391	अ	0	00	40
3.	सूण्ड	535	ब पी1	0	09	04
4.	चंडीसर	421	2पी1	0	15	48
		421	2पी2	0	09	14
		417	पी3	0	11	45
		401	पी9	0	12	02
		514	1पी3	0	08	34
5.	कुश्कल	187	1पी2	0	13	54
		1	पी6	0	21	02
6.	बादरपुरा (भूतेडी)	18	पी1	0	15	50
		18	पी2	0	32	60
7.	वाधना	125	पी18	0	37	44
8.	अंतरोलि	40	पी2	0	10	83
		110	3पी2	0	06	41

[फा. सं. आर-31015/40/2(X)4 आ. आर-11]

ए. गोस्वामी, अवर सचिव

New Delhi, the 27th September, 2006

S. O. 3866.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Mundra (Gujarat) to Delhi, a pipeline should be laid by Hindustan Petroleum Corporation Limited;

And whereas it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule, may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri F. A. Babi Competent Authority, Mundra-Delhi Petroleum Product Pipeline, Hindustan Petroleum Corporation Limited, HPCL Kandla Terminal-2, Bungalow No.-1, Khari Rohar, Gandhidham -370 240, Kutch (Gujarat).

SCHEDULE

Taluk : PALANPUR		District : BANASKANTHA		State : GUJARAT		
Sr. No	Name of Village	Survey no.	Sub-Division No.	Area		
				Hectare	Are	Sq.mtr.
1	2	3	4	5	6	7
1.	SAMDHI	12	1	0	03	39
	(NADHANIVAS)	12	2	0	08	49
		12	3	0	02	38
2.	KUMBHALMER	391	A	0	00	40
3.	SUNDHA	535	BP1	0	09	04
4.	CHANDISAR	421	2P1	0	15	48
		421	2P2	0	09	14
		417	P3	0	11	45
		401	P9	0	12	02
		514	1P3	0	08	34
5.	KUSHAKAL	187	1P2	0	13	54
		1	P6	0	21	02
6.	BADARPUR	18	P1	0	15	50
	(BHUTEDI)	18	P2	0	32	60
7.	VADHANA	125	P18	0	37	44
8.	ANTROLI	40	P2	0	10	83
		110	3P2	0	06	41

[F. No. R-31015/40/2004-O.R.-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 28 सितम्बर, 2006

का. अ. 3867.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि महाराष्ट्र राज्य में लोनी (पुणे) से पकनी (सेलमपुर) तक हजारवाडी के रास्ते पेट्रोलिएम उत्पादों के परिवहन के लिए हिन्दुस्तान पेट्रोलिएम कॉर्पोरेशन लिमिटेड द्वारा एक विस्तार पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाखण्ड अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलिएम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियों साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री . संजीव जाधव , सक्षम प्राधिकारी, मुम्बई-पुणे पाइपलाइन विस्तार परियोजना (लोनी से पकनी तक हजारवाडी के रास्ते), हिन्दुस्तान पेट्रोलिएम कॉर्पोरेशन लिमिटेड, मेगा सेंटर, मगरपट्टा - एम व एन विंग, हादापूर - 411 028 (पुणे जिला), महाराष्ट्र को लिखित रूप में आक्षेप भेज सकेगा ।

अनुसूची								
तालुका : खानापूर			जिला : सांगली		राज्य : महाराष्ट्र			
क्रम सं.	गाव का नाम	सर्वे नंबर	गट नंबर	उप-खण्ड संख्या	क्षेत्रफल			
					हेक्टर	एयर	वर्ग मीटर	
1	2	3	4	5	6	7	8	
1	भालवणी		1496		00	00	60	
			400		00	02	71	
			375		00	02	18	
			392		00	01	31	
			596		00	09	84	
				कुल	00	16	64	
2	तांदुलवाडी		143		00	01	00	
			142		00	00	61	
			2882		00	08	78	
				कुल	00	10	39	

[फा. सं. आर-31015/28/2004 ओ.आर.-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 28th September, 2006

S. O. 3867.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Loni (Pune) to Pakni (Solapur) via Hazarwadi in the State of Maharashtra, an extension pipeline should be laid by Hindustan Petroleum Corporation Limited;

And whereas it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Sanjeev Jadhav, Competent Authority, Mumbai-Pune Pipeline Extension Project (from Loni to Pakni via Hazarwadi), Hindustan Petroleum Corporation Limited, Mega Center, Magarpatta – M & N Wing, Hadapsar – 411 028 (Pune District), Maharashtra.

SCHEDULE

Taluka : KHANAPUR			District : SANGLI		State : MAHARASHTRA		
Sr. No.	Name of the Village	Survey No.	Gat No.	Sub-Division No.	Area		
					Hectare	Are	Sq.mt
1	2	3	4	5	6	7	8
1	BHALAVANI		1496		00	00	60
			400		00	02	71
			375		00	02	18
			392		00	01	31
			596		00	09	84
Total					00	16	64
2	TANDULWADI		143		00	01	00
			142		00	00	61
			262		00	08	78
Total					00	10	39

[F.No. R-31015/28/2004-O.R.-II]

A. GOSWAMI, Under Secy.

अजय एवम् रोजगार मंत्रालय

नई दिल्ली, 29 अगस्त, 2006

का. अ. 3868.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सुमितोमो मिटसुई बैंकिंग कॉर्पोरेशन के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 1, मुम्बई के पंचाट (संदर्भ संख्या 1 ऑफ 2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-8-2006 को प्राप्त हुआ था।

[सं. एल-12012/377/2001-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 29th August, 2006

S.O. 3868.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (1 of 2002) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Sumitomo Mitsui Banking Corp. and their workman, which was received by the Central Government on 28-8-2006.

[No. L-12012/377/2001-IR (B-I)]
AJAY KUMAR, Desk Officer**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1, MUMBAI****PRESENT:**

Justice Ghanshyam Dass, Presiding Officer

Reference No. CGIT-01 of 2002

Parties:Employers in relation of the management of
Sumitomo Mitsui Banking Corporation.

And

Their workmen.

Appearances:

For the Management : Ms. Nandini Menon, Adv.

For the Workman : Absent

State : Maharashtra

Mumbai dated the 10 day of August, 2006

AWARD

1. This is a reference made by the Central Government in exercise of its powers under clause (d) of sub section 1

of Section 10 of the Industrial disputes Act, 1947 (the Act for short) vide Government of India, Ministry of Labour, New Delhi, Order No. L-12012/377/2001 IR(B-I) dated 25-1-2002. The terms of reference given in the schedule are as follows:

"Whether the action of the Management of Sumitomo Mitsui Banking Corporation (previously The Sakura Bank Ltd.) in orally terminating the service of Shri Tabji Daya Chowhan w.e.f. 23-2-2001 is justified? If not, what relief the workman is entitled to?"

2. The Statement of claim has been filed by the workman Shri. Tabji Daya Chowhan (hereinafter referred to as the workman for short). His contention is that he was employed in 1993 as Driver by the Sumitomo Mitsui Banking Corporation (hereinafter referred to as the Bank) and since then he had been driving the cars of the Officers of the Bank. He was interviewed at the time of his recruitment by Mr. Kulkarni, who was working as manager (Personnel and Legal) with the Bank. During the period of his employment he was labelled as temporary Driver and for this reason, he was denied the various benefits of Driver which were being made available to permanent drivers of the Company. He was not even paid any National paid holidays. He was paid overtime wages at a meager rate of Rs. 16 per hour after 8 hours of working. He made repeated request with the Bank for regularization and permanency but it was not paid any heed. On 23-2-2001 at about 4.00 PM he was called by Mr. S.N. Verma, Manager-Personnel and Legal and Mr. Hiroshi Kuroda, Asstt. General Manager and apprised that he was not working properly and hence the Bank has decided to discontinue his services. It is contended that his termination is quite illegal and against the provisions of the Industrial Disputes Act, 1947 (hereinafter referred to as the Act). He has been victimized only for the reason he requested for regularization and permanency. He has not been paid any retrenchment compensation or notice pay nor the procedure as required under the Act has been followed for his termination.

3. The Bank filed the written statement and contended that Mr. Tabji Daya Chowhan was never the workman of the Bank since he was never employed by the Bank as driver. There was no relationship of Employer or Employee or Master or Servant in between the Bank and Mr. Chowhan. Hence, the question of termination of service by the Bank does not arise. The Bank had never assigned any work to Chowhan nor ever paid any salary or remuneration. He was not under the control of the Bank. He was appointed by Mr. H. Kuroda, Asstt. General Manager of the Bank as his personal driver and was paid accordingly by him. Hence, the question of following the provisions of Act does not arise. The allegations made by Mr. Chowhan have been specifically denied.

4. The workman filed his own affidavit in lieu of his examination in chief but his cross-examination could not be

concluded for the reason he did not make himself available for cross-examination. He remained absent since long. The notice was issued by the office of this Tribunal for today's hearing i.e. 10-8-2006. The notice was served upon the workman personally but he failed to appear to contest the matter. He did not make any information to justify his absence. The Advocate too did not appear. Hence it is clear that the workman is not interested in pursuing with the matter. He is not in service for the last more than five years and his absence implies that he is not interested in contesting the matter.

5. On a perusal of the record, I find no evidence to conclude in favour of the workman to the extent that he was employed by the Bank and that he was the workman of the Bank. He was a driver with the Bank in the capacity of a personal driver of the Asstt. Manager of the Bank. There was no relationship of Master or servant. The personal driver of the Manager of the Bank cannot be said to be the employee of the Bank as laid down by the Honourable Supreme Court in a case reported in AIR 1978 Supreme Court 481, the employees in relation to Punjab National Bank v/s. Ghulam Dastagir.

6. In view of the above I conclude that the action of the Management of Sumitomo Mitsui Banking Corporation (previously The Sakura Bank Ltd.) in orally terminating the service of Shri Tabhji Daya Chowhan w.e.f. 23-2-2001 is justified.

The Award is made accordingly.

JUSTICE GHANSHYAM DASS, Presiding Officer

नई दिल्ली, 31 अगस्त, 2006

का. आ. 3869.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक आफ पटियाला के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. II, चंडीगढ़ के पंचाट (संदर्भ संख्या 574/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-8-2006 को प्राप्त हुआ था।

[सं. एल-12012/28/2003-आई आर (बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 31st August, 2006

S.O. 3869.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 574/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. II, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of Patiala and

their workman, which was received by the Central Government on 31-8-2006.

[No. L-12012/28/2003-IR (B-I)]
AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II CHANDIGARH

Shri Kuldip Singh, Presiding Officer

Case No. I.D. 574/2005

Registered on 23-8-2005

Date of Decision 19-4-2006

Shri Kishori Lal Rana
S/o Dhani Ram Rana, VPO Badia,
Tehsil Dasuya,
District Hoshiarpur ... Petitioner

Versus

The General Manager (Operating),
State Bank of Patiala,
Head office,
The Mall, Patiala-147001. ... Respondent

APPEARANCES:

For the Workman : In Person
For the Management : Mr. N.K. Zakhmi Advocate

AWARD

Exercising their powers under clause-(D) of Sub-Sec. (1) and Sub Sec. (2A) of Section 10 of Industrial Disputes Act, hereinafter to be referred as "Act", the Central Govt. referred the following dispute for the adjudication of this Tribunal vide their order No. L-12012/28/2003 IR(B-I) dated 30th May, 2003 :

"Whether the action of the Management of State Bank of Patiala, in dismissing the services of Shri Kishori Lal Rana, Clerk-cum-Typist w.e.f. 30-5-2001 is justified? If not, what relief he is entitled to and from which date?"

On a notice from this Tribunal, the workman appeared and filed his statement of claim on 24th June, 2003, to which the Management filed the reply on 8th March, 2004. The workman filed his affidavit in support of his claim duly supported by the provisions of the Banker's Hand Book on Discipline and Disciplinary Action. He also placed on record the Photocopies of the Inquiry proceedings both the preliminary and final. The Management also placed on record certified copy of the Inquiry report. They also submitted the affidavit of their witnesses Dharam Pal

Sharma and Surinder Pal Singh. Both the parties lead oral evidence. The workman himself appeared as a witness in support of his claim whereas the Management examined Dharam Pal Sharma and Gurdial Singh as witnesses.

Before examining the pleadings of the parties, the evidence produced by them, so as to answer the reference made by the appropriate govt., it would be useful to understand the effect of the domestic inquiry held in the case of disciplinary action against a delinquent official. Hon'ble Supreme Court in the case of Indian Iron & Steel Co. Ltd. v. their workmen, reported as [1958 (II) LJ 260] laid down the guidance as to how the Tribunal should act in the case of dismissal, discharge or termination of services of a workman. Their lordship have laid down the law that in cases of dismissal for misconduct, the Tribunal does not act as a Court of Appeal and so it cannot substitute its own judgment for that of the Management; and that the Tribunal will interfere only when there is want of good faith, victimization, unfair labour practice etc. or mala fide on the part of management. Their lordship have further held in numerous judgments that the domestic inquiry in Industrial law has gained great significance and Industrial adjudication attaches considerable importance to such inquiry. According to them the inquiry is not an empty formality, but an essential condition to the legality of the Disciplinary order. In other words, before the delinquent workman can be dismissed for misconduct, the employer should hold a fair and regular inquiry into his misconduct and dismissal without the holding of regular inquiry would be illegal. It is also well settled that the Disciplinary inquiry has to be quasi-judicial, held according to the principles of natural justice and the Enquiry Officer has a duty to act judicially because the charges of misconduct, if proved, will result not only in the deprivation of livelihood of the workman, but will also attach stigma to his character. Bearing these principles based upon the law of land in mind I proceed to examine the case of the workman.

The Govt. of India has already summarized the reference by which they have desired to know whether the action of management of State Bank of Patiala in dismissing the services of Shri K.L. Rana, Clerk-cum-Typist w.e.f. 30th May, 2001 was justified and if not, what relief he is entitled to and from which date.

The workman has not filed a formal statement of claim. Instead he has submitted his comments about the inquiry report and his grievances are against the Management in the holding of the inquiry and the action taken thereon. However, the facts which can be gathered from his statement, made before this Tribunal, and from pleadings of the workman and Management are that the workman, who was an ex-serviceman was recruited by the Management as Clerk-cum-Typist and was posted in Dasuya Branch of the Management Bank. When, on 21st July, 1999 he prepared clearance No Due certificate address

to Registrar Dasuya in respect of the ATL Account No. 284 of Shri Mela Ram S/o. Shri Nethu Ram of Village Badla and signed the same without any authority and delivered to the Borrower. The Borrower on the strength of that clearance got the mutation of his land in favour of the Bank Cancelled which facilitated the Borrower Mela Ram to dispose of both primary and collateral security without adjusting the Banks dues. The workman did not bring this matter to the notice of the Bank Authorities and on the day the certificate was issued the Borrower was still to pay an amount of Rs. 97,555 plus interest to the management Bank; that the workman deposited an amount of Rs. 20,000 in the account of said Borrower under his own signatures, against account No. ATL 2184 and subsequently arranged the deposit of Rs. 33,000 and 76,185 on 11th and 12th May 2000, so as to liquidate the loan granted to Mela Ram.

The Management took the acts of workman as gross misconduct in terms of Bipartite Settlement and the Shastri and Desai Award and initiated a departmental inquiry against him. In the inquiry the workman was held to be guilty as he made confessional statement admitting the charges against him. The Disciplinary Authority appointed the Enquiry Officer. The Enquiry Officer after holding the fair and proper inquiry held the workman guilty of his misconduct and awarded him the punishment of dismissal from service w.e.f. 30th May, 2001, the appellant authority also rejected his appeal after giving the workman personal hearing, holding that the punishment awarded was proper and judicious. It is this decision of the management which the workman has challenged in his statement of claim. According to him the Management has not held a fair and proper inquiry in the matter; that they have violated rule 19-D of Discipline and Disciplinary Action Rules; that the Management obtained the confession of the workman on false promise. It is clear from the statement of the Borrower, made before the Assistant Labour Commissioner, Jammu, who had investigated the case and on whose failure of conciliation report the matter was referred to this Tribunal. The workman has also alleged that he has been punished with mala fide intentions being a Trade Union Leader. The Domestic Inquiry, therefore, is bad for want of good faith, implicative of fundamental errors and violation of principles of natural justice.

The Management has denied all these allegations. It is their case that the workman was involved in a serious act of misconduct for which an inquiry was held and during the inquiry proceedings the workman made confessional statement admitting the misconduct. It is on that basis that the Enquiry Officer held the workman guilty and the Disciplinary Authority dismissed him from service. The Appellate Authority, after examining the inquiry report and after giving personal hearing to the workman agreed with the action of the disciplinary authority and rejected the appeal. Denying that any settlement was arrived between the Parties at Jammu, it is stated by the Management that

the charges were proved against the workman on his own confession which he had made voluntarily and without any pressure coercion. They have denied the allegations levelled against the Management as wrong and manipulated.

In order to appreciate the claim of workman the perusal of the inquiry proceedings are very necessary. It is on record that the inquiry proceedings started against the workman on 12th Dec., 2000, in presence of Dharam Pal Enquiry Officer, Charan Singh Presenting Officer and Employee Proceeded Against (EPA) Shri K.L. Rana. The Enquiry Officer inquired from the workman whether he has received the chargesheet dated 20th Oct., 2000, and he admitted to have received the same. On further inquiry, the workman admitted that he knows the purpose for which he has made to attend the inquiry proceedings. When asked whether he admits the allegations levelled against him, in the charge sheet, he denied the charges. He asked for 15 days time to engage his representative in the inquiry. Upon his requests the inquiry proceedings were adjourned for 29th Dec., 2000, and the venue of the inquiry was notified to be Zonal Office of Region II, Jalandhar. The Enquiry Officer asked the Presenting Officer to be ready with his prosecution witnesses and list of the documents, to prove the charges and to the workman he advised to start the processes of his defence witnesses and documents, which he desires to examine, after 29th Dec., 2000 i.e. after the evidence of the prosecution. On 29th Dec., 2000, all the three, Enquiry Officer Presenting Officer and the employee proceeded against were present. Before proceedings in the inquiry, the Enquiry Officer again inquired from the workman whether he has brought any defence help in support of his claim. The workman declared that he will contest his case himself. The Presenting Officer then opened his case, submitted the list of the witnesses and the documents, he intended to rely upon in the case and the complete set thereof was provided to the workman, detailed in P2 and P3. The workman admitted to have received the list of witnesses and documents. The workman also produced the list of documents which he desired to produce in the case. The workman also asked for the documents, detailed in Mark D-1, but according to the management, the copies of these document, shown at serial Nos. 1 to 4, had already been provided along with P2. The Presenting Officer agreed to provide the copies of other documents to the workman and the proceedings were next fixed for 16th Jan., 2001 and the venue was shifted back to Dasuya.

On 16th Jan., 2001, the Presenting Officer produced a letter of the workman addressed to AGM (J) and also submitted the copy of the attendance register containing the specific signature of the workman. copies thereof were provided to the workman. The proceedings were then adjourned to 19th Feb., 2001 and again fixed at Jalandhar, for recording the statements of the witnesses of the

Management, such as P.D. Passey, P.S. Sawhney, C.L. Arora, Mr. P.D. Passey, was on leave due to the ill health of his wife. The Enquiry Officer provided the copies of the documents, sought by the workman, and even allowed him the time to compare the documents marked D4 to D6 with the original pay slips and after the workman was satisfied, the Enquiry Officer proceeded to examine the statement of Shri C.L. Arora, Chief Manager. The record shows that the workman made the comments during the statement of witness of the management, which the Enquiry Officer honestly recorded and gave further chance to the workman to cross-examine Mr. Arora, but he desired not to cross-examine him and it was in those circumstances that evidence of Mr. Arora was closed. Similarly the Presenting Officer examined Shri P.S. Sawhney in presence of the workman. The Enquiry Officer offered the opportunity to the workman to cross-examine him, but the workman stated that he does not want to cross-examine any witness. The inquiry was then adjourned for 20th Feb., 2001 i.e. the next day and M/s Avinash Kumar and Fateh Chand Sharma were present, who were the Assistant Manager and finger prints and handwriting experts. Before the statement of the witnesses could be recorded, the workman sought permission from the Enquiry Officer to make a statement. The Enquiry Officer asked the workman to rethink and then decide what he has to say and for that purpose he gave time to the workman to rethink. The Enquiry Officer brought this matter to the notice of Presenting Officer and asked for his objection if he has any, to the making of the confessional statement by the workman. The Presenting Officer did not show any objection and in those circumstances the workman was allowed to make the confessional statement. The workman made unconditional confession before the Enquiry Officer that he admits the charges contained in the charge sheet dated 20th Oct., 2000. He further stated that he has admitted the charges on his own free will, without any force, pressure of coercion. He requested the Enquiry Officer for sympathetic consideration of the matter and for a lenient action against him. It was in those circumstances the Enquiry Officer decided not to record the statements of Avinash Kumar Bhargava and Fateh Chand Sharma who were present. The inquiry proceedings of that day were signed not only by the Enquiry Officer, Presenting Officer and the employee proceeded against, but also by the witnesses, who were present. It is also recorded that after the witnesses left, the Enquiry Officer asked the workman if he has anything more to say and the workman stated that he has a large family to support; and that he has not done any such thing in his retire service which could make his service record blemished. According to him it was the first and the only mistake all through his carrier and requested for taking a lenient view.

After going through the proceedings of the inquiry I find that the Enquiry Officer has acted in a very fair and impartial manner in conducting the inquiry. He ensured that the workman is served with the chargesheet, the list

of the documents and of the witnesses. He was also provided with full opportunities to submit the details of his defence witnesses and the documents he desired to rely upon in his defence. The manner the Enquiry Officer acted, during the proceedings, is itself the proof of his impartial approach in conducting the enquiry. Whenever the workman asked for time, to prepare the details of his defence or for providing additional documents the Enquiry Officer ensured that the workman is provided with proper opportunity and with the documents, he desired to produce in the inquiry. It is also noticed that the Enquiry Officer did not hurry up in the proceedings and in a very proper manner examined the witnesses and this fact was acknowledged by the workman under his own signatures on the closure of proceedings of everyday. The workman has, therefore, failed to show me as to how the Enquiry Officer did not act properly or he violated the principles of natural justice.

The management examined two witnesses in presence of the workman. The workman was given opportunity to cross-examine the witnesses, but he did not utilize the opportunity stating that he does not want to cross-examine the witnesses. It has already been noticed, during the course of statement of Shri C.L. Arora that the workman stated that he had not agreed to purchase five canals of land from Mela Ram, as Shri Mela Ram was left with only two canal and had already sold the bulk of land. Then how could he sell five canals to him. The Enquiry Officer recorded the comments of the workman. This shows that the Enquiry Officer did not leave anything unreported in the proceedings and perhaps for that reason only the workman signed all the proceedings without making any grievance about the manner the proceedings were conducted. It is also on record that on 20th Jan., 2000, S/Shri Avinash Kumar Bhargava and Fateh Chand Sharma, the fingerprint expert were present as a witnesses. The workman had already been provided with the copy of report of the fingerprint and handwriting expert. He was also aware of what the two witnesses examined namely C.L. Arora and Mr. Sawhney had said against him. It seems being cornered from all sides. He decided to admit his guilt and he made the confessional statement. It was in those circumstances that the Enquiry Officer decided not to record further evidence in the case and made the report on the basis of evidence available on record.

The workman taking the support of the bipartite settlements and awards submitted that the Enquiry Officer made a mistake in making the report on the basis of part evidence produced by the management. He was required to go through with full force in the inquiry and then should have made the report. I do not agree with him on this Court. Hon'ble Supreme Court of India in the case of Central Bank of India V/s. Karunamoy reported as (1967 2LLJ 739), has laid down that in a case where the workman in a answer to the charge levelled against him admits his guilt, there will be nothing more for the Management to inquire into and in

such a case holding of an inquiry would be a mere empty formality. In the present case the workman, during the course the evidence of the Management was being recorded, confessed his guilt and it was in those circumstances the Enquiry Officer stopped proceedings further, and did not record the evidence of the management. I find that in the last para of his claim petition the workman admitted, when stated "needless to absolute emphase that notwithstanding the voluntary confession of the EPA to his guilt," the workman admitted to have made the confession and when he has failed to prove that the confessional statement was procured by inducement, coercion or force, it is presumed that the finger he has raised against the confessional statement is afterthought. After going through the proceedings, the evidence brought on record, I am of the opinion that the EPA kept on changing his versions. He placed much reliance on the statements of the Borrower which he claimed to have been made before the ALC(C) Jammu. The workman neither produced Mela Ram in his defence nor he was produced by the Presenting Officer and there was no occasion to put the earlier statement of said Mela Ram, to him. Therefore, the workman cannot take support of the statement of Mela Ram.

After considering the arguments of the parties and their Counsel/representatives I am of the opinion that the Management had conducted a fair and regular inquiry in the matter and the workman has failed to show me that the Management made mistake in following the principles of natural justice or violated the provisions of law and Bipartite settlements or Awards. The inquiry conducted was therefore fair and proper.

The next question which falls for consideration is whether the punishment awarded to the workman was proper or disproportionate to the guilt, the workman admitted during the inquiry. There is no doubt that the workman did not behave as a faithful servant of the Management, which was expected of him. Much more he being an ex-serviceman, I feel he tried to cash the stressful plight of Sh. Mela Ram, a relation and also a neighbour of him and for that purpose he even betrayed the confidence of his employer. He issued NOC in favour of Mela Ram which he was not a competent to issue. It has come on record that during the inquiry, he tried to make out lame excuses of his over busy in the work or misplacement of NOC Certificate used and all that proved that in order to hide his one mistake he told hundred ten lies and ultimately succumbed to the overwhelming evidence collected by the Management against him. What is troubling me is the fact that there has come no evidence on record that the workman had behaved in that passion on any occasion earlier to the one under consideration. He had put in a substantial amount of service for the Bank, but there was neither any charge that he had committed misconduct, major or minor, earlier for which he was proceeded against and punished or left with warning. It is also to be taken into

consideration that by punishing a delinquent official, with extreme penalty of dismissal from service, it is not only the official who suffers, but whole of his family becomes the victim of it and their fault remain is only that they are dependents of the workman. Therefore, it is always required of the disciplinary authority to take the facts into account as to how the punishment awarded shall work on the workman and its family. The law has permitted that where the punishment is shockingly disproportionate, after giving a regard to the previous conduct of the workman, the Tribunal should intervene and do justice to the delinquent official. Keeping all these considerations in mind and the facts of the case I am of the opinion that in this the disciplinary authority exceeded his jurisdiction as no reasonable employer would pass such a harsh punishment for single act of misconduct. In the circumstances I feel that the compulsory retirement of the workman from the date of order of the disciplinary authority, would meet end of the justice, as an employee like the workman who shattered the confidence of the employer, does not deserve to be retained in service. Therefore, I quash the punishment awarded to the workman, that of dismissal from service and substitute the same with his compulsory retirement from service from the date of order of the disciplinary authority awarding him the punishment. The period of his suspension till the date of order of Disciplinary Authority, shall be counted for his retiral benefits only to the extent of his pension. He will not be entitled to any arrears except the suspension allowance he has already received.

The award is passed in these terms. Let a copy of this award be sent to the appropriate govt. for necessary action and file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer,

नई दिल्ली, 31 अगस्त, 2006

का. आ. 3870.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आफ राजस्थान लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. II, चंडीगढ़ के पंचाट (संदर्भ संख्या 451/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-8-2006 को प्राप्त हुआ था।

[सं. एल-12012/209/1997-आई आर (बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 31st August, 2006

S.O. 3870.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 451/2005) of the Central Government Industrial Tribunal-cum-

Labour Court, No. II, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Rajasthan Ltd. and their workmen, which was received by the Central Government on 31-8-2006.

[No. L-12012/209/1997-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT II, CHANDIGARH

Shri Kuldip Singh, Presiding Officer

Case No. LD. 451/2005

Registered on 19-8-2005

Date of Decision 12-5-2006

Shri Ravinder Kumar,
S/o Shri Bhim Singh,
House No. 574/33,
Ram Nagar, Kathmandi,
Rohtak

... Petitioner

Versus

The Branch Manager,
The Bank of Rajasthan Ltd.,
Hissar Road,
Rohtak

... Respondent

APPEARANCES:

For the workman : Mr. I.S. Sidhu, Advocate

For the management : Mr. R.S. Jassan, Advocate

AWARD

The Govt. of India vide their Notification No. L-12012/209/1997 dated 29th April, 1998, referred the following matter for the consideration of this Tribunal :

"Whether the action of the Management of Bank of Rajasthan Ltd. in terminating the services of Shri Ravinder Kumar, Peon w.e.f. 29-5-1995 is just and legal? If not, what relief the workman is entitled to?"

The reference was received and notice thereof was issued to the parties. The workman appeared through his Counsel and filed Claim Petition on 24th March, 1998. The management filed Written Statement by which they opposed the claim of the workman. They filed the affidavit of their Senior Manager, G.M. Bariwa, in support of their claim whereas the workman filed his own affidavit. The order dated 14th July, 2004, reads that both the parties

closed their evidence and the matter was listed for arguments. The parties have submitted written arguments whereas the workman made oral submissions.

The claim of the workman, as per his statement in writing, is that he was appointed as Peon by the Manager, Bank of Rajasthan on 1st April, 1994, against the permanent vacancy. But he was not issued any appointment letter nor his presence marked in the Attendance Register. He was also not paid the salary and allowances since the day of his joining even though he had worked for the management on Sundays and holidays. The further claim of the workman is that on 29th May, 1995, when he demanded the salary, the Management terminated his services without any notice or letter of termination. The Management acted in an illegal and unlawful manner. They did not issue any notice to the workman nor held any inquiry against him. He was also not paid any termination compensation. It is prayed by the workman that the order of his termination be quashed and he be reinstated on the post, he holding and be paid back wages and all other benefits including continuity of service.

The claim of the workman has been opposed by the management stating that the post on which the workman claims to have served was never notified nor any selection was done. There was also no appointment against that post. As per the record of the management Bank, the workman did not work for the Bank during the period 1994-95. However, as per the inquiry the workman was neither domestic servant of the Bank manager nor was an employee with the stationery-cum-photostat shop, therefore, he is not entitled to any relief.

On merit it is again their claim that neither the workman, was appointed by the Bank or the post was ever notified by the selection Board and no recruitment was possible nor made by the competent authority. They have further claimed that there was no permanent vacancy available in the Management Bank nor the workman was ever engaged. Therefore, he was not entitled to mark his presence in the Attendance Register or to get the salary. Contesting the claim of the workman, it is questioned by the management that how is it possible that the workman served the management for a year without any salary or even raising a whisper in that regard, what to talk of his protests. They have further denied the claim of the workman that his services were terminated by the Management as according to them there was no question of termination since the workman was never employed by the management.

The workman filed his affidavit and reiterated the facts stated by him in the Claim Petition. He relied upon Exhibits marked as WW-1/1 to WW-2/19. Shri G.M. Barwa in his affidavit supported the claim made by the management in the Written Statement and categorically denied that the

workman had served the management during the period claimed by him.

It may be noted here neither the workman nor the witness of the Management came in the witness box. The parties also did not produce any other witness or documents to prove their respective claims. The documents marked as Annexure WW-1/1 to WW-2/19 also have not been proved. Even otherwise their perusal do not suggest that it was the workman who carried the documents of the Management and served upon the respective parties. The claim of the workman is that it was he who served the documents upon the clients of the management Bank but he has failed to produce any of the client as a witness to show that it was the workman who had served the documents of the management on them. The mere mentioning of the name of messenger Ravinder Kumar on the Peon Book in WW-1/1 to WW-1/13 do not support the case of the workman that it was Ravinder workman who had served WW-2 and WW-4 upon the customers of management. What is suggested is that some payments was made to Ravinder Kumar, in connection with Prince Copy House. The other documents marked as WW-7, WW-8 shows that some consignments were received by the management Bank from Kanpur. These documents, scrutinized closely, do not show that it related to the relationship of the workman and the Management.

I have considered the submissions made by the workman orally as well as in writing. The workman has tried to build up his case on the documents, the copies of which he has placed on record as Annexure W-1/1 to W-1/13 I have discussed the impact of these documents above. The benefits, the workman has tried to obtain from these documents, is not available to him for the simple reasons that neither the original of these documents were summoned nor the workman appeared in the Court to own these documents although claimed to be relying upon them. The Management was also not provided with the opportunity to cross-examine the workman on these documents and the other referred to by the workman. The arguments of the workman with regard to evidential value of these documents are without merit and cannot be accepted. As against to it the management has taken the plea that the workman was in fact, the employee of Prince Copy House and it may be in that capacity he had the direct or indirect dealing with the Management Bank, therefore, he has tried to derive the benefit to prove his claim but for the reasons stated above, the workman has not been successful in his mission.

There is no denying of the fact that the appointments in the public sector undertaking, like the Management, are done under proper procedure and by the transparent and open policy. There has come no evidence on record that the post against which the workman claims to have worked was ever notified or there was any selection made for it. The workman has also produced no evidence to show that

he was eligible for appointment in the management Bank. The evidence he has brought on record to prove his claim has not been proved in accordance with law and the principles of natural justice. How that evidence can be read even against the management Bank. The management has not been given opportunity to test that evidence on the touch stone of cross-examination. The workman has also failed in his duty to get the record which according to him belong to the Management, summoned so as to prove the documents W-1/1 to W-1/13. The workman is, therefore failed to show that he had been engaged by the management as peon in their Bank and his termination by them w.e.f. 29th May, 1995 was unjust and illegal. He has rather failed to show that he was ever appointed by the Management and his services were terminated. For these reasons I decide the reference against the workman holding that he is not entitled to any relief. Let a copy of this award be sent to the appropriate govt. for necessary action and file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer,

नई दिल्ली, 31 अगस्त, 2006

का. आ. 3871.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सादन रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एर्नाकुलम के पंचाट (संदर्भ संख्या 77/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-8-2006 को प्राप्त हुआ था।

[सं. एल-41012/136/99-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 31st August, 2006

S.O. 3871.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 77/2006) of the Central Government Industrial Tribunal/Labour Court, Ernakulam now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Southern Railway and their workmen, which was received by the Central Government on 31-8-2006.

[No. L-41012/136/99-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

PRESENT:

Shri P.L. Norbert, B.A., LL.B., Presiding Officer

(Monday the 21st day of August, 2006/30th
Sravana, 1928)

I.D. No. 77/2006

(I.D. No. 65/99 of State Labour Court, Ernakulam)

Workman/Union : Shri C. Krishnan,
C/o General Secretary,
Dakshin Railway Casual Labour
Union, Edappally North
Kochi-24.

Adv. Shri C. Anil Kumar

Management : 1. The Divisional Personnel Officer,
S. Railway,
Palakkad.
2. The Union of India,
Represented by General Manager,
Southern Railway,
Chennai-3.

Adv. Shri M. C. Cherian.

AWARD

This is a reference made by Central Government under Section 10(1)(d) of Industrial Disputes Act, 1947 to this court for adjudication. The reference is :

“Whether the action of the Management of Southern Railway, Palghat in terminating the service of Shri C. Krishnan S/o Chamy, Tranship Porter with effect from 28-2-81 is justified ? If not what relief the workman is entitled to ?”

2. The workman was engaged as casual worker on piece-rate basis in Railway from 1-1-1993 to 28-2-1981. His work was to load and unload goods from meter gauge to broad gauge and vice versa. While so, on 28-2-1981 he was terminated from service all of a sudden without notice. Therefore he claims reinstatement with back wages and continuity of service. Though both sides appeared and filed their statements when the matter came up for evidence the counsel for the workman reported that he had no instructions from his client. The worker was also absent. The management and lawyer were present. In the circumstances I find that there is no subsisting dispute for adjudication. Therefore the action of management of Southern Railway, Palghat in terminating the service of Shri C. Krishnan S/o Chamy, Tranship Porter with effect from 28-2-81 is to be held as justified. The award is passed accordingly.

Dictated to the personal Assistant, transcribed and typed by her, corrected and passed by me on this the 21st day of August, 2006.

P.L. NORBERT, Presiding Officer

APPENDIX: NIL

नई दिल्ली, 31 अगस्त, 2006

का. आ. 3872.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कैथोलिक सीरिन बैंक लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, एर्नाकुलम के पंचाट (संदर्भ संख्या 18/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-8-2006 को प्राप्त हुआ था।

[सं. एल-12012/190/1998-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

• New Delhi, the 31st August, 2006

S.O. 3872.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 18/2006) of the Central Government Industrial Tribunal/Labour Court, Ernakulam now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Catholic Syrian Bank Ltd. and their workman, which was received by the Central Government on 31-8-2006.

[No. L-12012/190/1998-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present :

Shri P. L. Norbert, B.A., LLB., Presiding Officer

(Friday the 18th day of August, 2006/
27th Sravana, 1928)

I.D. 18/2006

(I.D. 3/1999 of Labour Court Ernakulam)

Workman	Shri V.D. Chacko Vennakkaran House, Nellisery P.O., Thrissur Adv. Shri Sreekumar Puthethath
Management	The Chairman Catholic Syrian Bank Ltd., Head Office, Thrissur Adv. M/s. B. S. Krishnan Associates

AWARD

This is a reference under Section 10(1)(d) of Industrial Disputes Act, 1947 for adjudication. The reference is :—

“Whether the action of the management of Catholic Syrian Bank Head Office, Trissur in terminating the services of Shri V. D. Chacko, Peon of Catholic Syrian Bank, Trissur with effect from 8-12-96 is legal and

justified ? If not, to what relief the workman is entitled ?”

2. The workman was a Peon of Catholic Syrian Bank (Inspection Wing), Head Office, Thrissur. The Management is the Catholic Syrian Bank Limited. The contentions of parties in brief are as follows :—

The workman filed a claim statement contending that he joined the service of the bank as peon on 22-7-1974 and he was regularized in service on 22-2-1975. While so, on 7-10-1996, due to some financial problems he had availed leave from 7-10-1996. A leave letter was sent by post to the management on the same day. However the management denying the receipt of leave letter and treating the period of absence as unauthorized, issued a notice to him on 13-11-1996 directing him to report for duty within 30 days. The notice was sent by registered post on 9-11-1996. The 30th day was 8-12-1996, which was a Sunday. On 9-12-1996 the wife of the workman fell sick and she had to be taken to the hospital. Hence the workman sent his brother to the bank informing that the workman would be joining duty on 9-12-1996 itself. But the management informed that the workman was already removed from service w.e.f. 8-12-1996 on the ground of voluntary cessation of employment. The notice was received by the workman only on 13-11-1996 and he had every right to join duty on 13-12-1996. The workman was not charge-sheeted and no enquiry was conducted before he was removed from service. No opportunity of hearing was given to the workman before his removal from service. The management has acted in violation of the principles of natural justice and indulging in unfair labour practice. Hence the workman is to be reinstated.

3. The management in their written statement contended that a notice was given to the workman under Clause 17 of Bipartite Settlement dated 10-4-1989 calling the workman to report for duty within 30 days from the date of notice. He failed to report for duty and he was removed from service on expiry of 30 days. However he was given all retirement benefits. The workman was in the habit of absenting himself from duty unauthorizedly very often. He had availed 540 days of sick leave and 1032 days of extraordinary leave on loss of pay. He had remained absent on a previous occasion from 9-5-1996 without information. He was given a notice dated 31-8-1996 after a period of 3 months from the date of absence directing him to report for duty within 30 days from the date of notice. On 24-9-1996 he reported for duty, but worked only for a few days. Again from 7-10-1996 he was absent continuously and without information or submitting leave application. Hence a second notice was issued to him on 8-11-1996 as per clause 17 of Bipartite Settlement. He did not turn up for duty within 30 days. Hence he was removed from service w.e.f. 8-12-1996. The management did not receive any leave application or leave letter on 7-10-1996. Neither the brother

of the workman nor the workman had contacted the management on 9-12-1996. The period of notice begins to run from the date of notice and not from the date of receipt of notice. The workman was relieved from service as per the provisions in the Bipartite Settlement which does not provide for personal hearing or calling for explanation before removal. There is no violation of principles of natural justice. The past service records of the workman show that he was in the habit of absenting unauthorisedly very often. The action of the management is legal and proper.

4. The workman filed a rejoinder denying the contentions of the management and reiterating the contentions in the claim statement.

5. The only point for consideration is :

“Whether the action of the management in removing the workman from service of the bank is legal and proper ?”

The evidence consists of the oral testimony of WW1 and documentary evidence of Exts. W1 & 2 on the side of workman and MW1 and Exts. M1 to 28 on the side of management.

6. The point :

The workman Shri V. D. Chacko joined the service of the bank as peon in the Inspection Wing of Head Office, Thrissur on 22-7-1974. He was regularized in service on 22-2-1975. For unauthorized absence he was removed from service on 8-12-1996. According to the workman, due to financial problems he had taken leave from 7-10-1996. On the same day a leave letter was sent to the bank by post under certificate of posting. But the bank issued a notice on 8-11-1996 directing the workman to report for duty within 30 days, failing which he was deemed to have voluntarily retired from service. According to the workman he had received the notice only on 13-11-1996. The period of 30 days would have expired by 12-12-1996 only. He was supposed to report for duty by 12-12-1996. However on 9-12-1996 he had sent his brother to the bank in the morning to inform that he was ready to resume duty at 10.00 a.m. and till then, due to illness of his wife, he would be in the hospital. But his brother was informed by the bank that the workman was relieved from his service on 8-12-1996 itself. The workman has also a case that on 9-12-1996 at 10.00 a.m. he had been to bank to report for duty. But he too received the same reply from the bank that he was already removed from service. The workman contends that it is the date of receipt of notice that is relevant for counting the period of 30 days mentioned in the notice and not the date of notice. According to the management it is the date of notice that is relevant as per Clause 17 of Bipartite Settlement dated 10-4-1989.

7. Ext. M18 is the Bipartite Settlement. Ext. W2 is the notice issued to the workman by the bank calling upon him

to report for duty within 30 days from the date of notice. Ext. M1 is the acknowledgement card of Ext. W2. The workman admits that he had received the notice, but only on 13-11-1996. According to him the notice was actually sent by registered post on 9-11-1996 though it is dated 8-11-1996. Hence according to him at the most he was bound to report for duty only on 8-12-1996 which happened to be a Sunday. Therefore he could report for duty only on 9-12-1996, the next working day. But, according to the management notice was dated 8-11-1996 and it was sent by registered post on the same day itself. The postal seal on the reverse side of Ext. W2 shows that it was sent on 8-11-1996 itself. If so, the period of 30 days would have expired by 7-12-1996 and not 8-12-1996 or 9-12-1996. 7-12-1996 was a Saturday, a working day for the bank. Hence the workman should have reported for duty by 7-12-1996 and not on any subsequent dates. The case of the workman is that he had sent his brother on 9-12-1996 in the morning as he had to take his wife to hospital and he himself reported for duty at 10.00 a.m. on 9-12-1996. However there is no evidence that either his brother or himself had been to bank on 9-12-1996. No staff of the bank is examined by the workman to prove this aspect. The workman was in the service of the bank for about 22 years. The staff of the head office knows him well. There was no difficulty for the workman to get someone of the staff examined to prove that he had reported for duty on 9-12-1996. To Ext. W2 notice the workman did not send a reply. The notice was admittedly received by him on 13-11-1996. He was not sick during the period of his absence from duty as per the pleadings in the claim statement as well as other documentary evidence. It was after removal from service that on 28-12-1996 he had sent a written communication to the bank and it is Ext. M3. There he has no case that on 9-12-1996 he had been to bank. On the contrary it is stated that he had been to bank only on 10-12-1996. When the workman was in the box he admitted in the cross-examination that he had been to the bank only on 10-12-1996. But he says that his brother, Shri V. D. Paul was sent to bank on 9-12-1996 to inform that he would be joining duty on that day itself. However Shri V. D. Paul is also not examined. Thus there is no evidence to prove that the workman had reported for duty on 9-12-1996. Assuming that he had reported for duty on 9-12-1996, it was after 30 days from date of notice and he was already removed from service by that time.

8. Ext. M18 is the Bipartite Settlement. Clause 17(a) & (c) are the relevant provisions. They read as follows :—

“17. Voluntary Cessation of Employment by the Employees :

- (a) When an employee absents himself from work for a period of 90 or more consecutive days, without submitting any application for leave or for its extension or without any leave to his

credit or beyond the period of leave sanctioned originally/subsequently or when there is a satisfactory evidence that he has taken up employment in India or when the management is reasonably satisfied that he has no intention of joining duties, the management may at any time thereafter give a notice to the employee at his last known address calling upon him to report for duty within 30 days of the date of the notice, stating inter alia the grounds for coming to the conclusion that the employee has no intention of joining duties and furnishing necessary evidence, where available. Unless the employee reports for duty within 30 days of the notice or given an explanation for his absence within the said period of 30 days satisfying the management that he has not taken up another employment or avocation and that he has no intention of not joining duties, the employee will be deemed to have voluntarily retired from the bank's service on the expiry of the said notice. In the event of the employee submitting a satisfactory reply, he shall be permitted to report for duty thereafter within 30 days from the date of the expiry of the aforesaid notice without prejudice to the bank's right to take any action under the law or rules of service.

- (b)
- (c) If the employee again absents himself within a period of 30 days without submitting any application after reporting for duty in response to the notice given after 90 days or 150 days absence, as the case may be, the second notice shall be given after 30 days of such absence giving him 30 days time to report. If he reports in response to the second notice, but absents himself a third time from duty within a period of 30 days without application, his name shall be struck off from the establishment after 30 days of such absence under intimation to him by registered post deeming that he has voluntarily vacated his appointment."

Thus, as per Clause 17 (a) and (c) when an employee absents himself from work for a period of 90 days or more consecutive days without applying for leave, the management can call upon him to report for duty within 30 days from the date of notice. If he does not report for duty or gives satisfactory explanation about his absence within such time, he will be deemed to have voluntarily retired from bank's service on the expiry of the said notice. If the employee reports for duty in response to first notice, but again absents himself within a period of 30 days, a second notice shall be given after 30 days of such absence, giving him again 30 days time to report for duty. If he reports for

duty on second notice, but absents himself a third time within a period of 30 days without application, his name shall be struck off from the establishment after 30 days of such absence under intimation to him. If he does not report for duty on second notice the same consequence follows. So far as the present case is concerned, it is Clause 17 (c) that is applicable. His past record shows that disciplinary proceedings were initiated against him for unauthorized absence and he was warned and cautioned not less than 3 times and his increments were stopped more than once. During his service he had availed 540 days of sick leave and 1032 days of extraordinary leave on loss of pay. Several times the management had condoned his absence, accepted his leave applications and treated his absence as eligible leave. Punishment was also imposed taking a very lenient view. Averments in paragraph 3 of the written statement shows that he was warned for unauthorized absence as per Memo dated 19-2-1980 and cautioned for the same misconduct as per Memo dated 1-6-1994. Again he was charge-sheeted for another unauthorized absence and was warned. Exts. M8, M10, M12 and M20 show that three times punishment of stoppage of increments was imposed. Ext. M28 is the copy of Staff Leave Register of the workman. That shows the number of days he had availed leave and the leave on loss of pay. Ext. M27 is the report of conciliation officer, ALC (Central), Ernakulam. It is relevant to quote the relevant portion of the report : "He was not having unblemished past service records. During his tenure 5 to 6 domestic enquiries have been conducted for unauthorized absence on various occasions. He was a chronic unauthorized absentee. The workman had availed 1032 days of extraordinary leave on loss of pay during his service which is in addition to usual eligible leaves. The statement of the workman that he was come to the bank to meet the AGM (Personnel) is not correct." Ext. M4 is a notice dated 31-8-1996 directing the workman to report for duty within 30 days as he was remaining absent unauthorizedly from 9-5-1996 onwards. Ext. W2 notice dated 8-11-1996 refers to Ext. M4 notice and mentions that after receiving Ext. M4 notice the workman resumed duty on 24-9-1996. But he worked only for a few days (12 days) and again remained absent from 7-10-1996. Thus after continuous absence for a period of 90 days (Ext. M4) a second time he remained absent unauthorizedly for another spell of 2 months (till 8-12-1996). As per Clause 17 (c) if the employee remains absent a second time within a period of 30 days after resuming duty, he has to be given a second notice calling upon him to report for duty within 30 days. Ext. W2 is the second notice. But the workman failed to report for duty within time and consequently he was removed from service w.e.f. 8-12-1996. The provision does not contemplate a domestic enquiry in case the employee does not offer explanation or submit leave application. In the instant case the employee neither submitted leave application nor offered any explanation for his absence from 7-10-1996 onwards. Though the workman says that a leave letter was

sent on 7-10-1996 under certificate of posting and Ext. W1 receipt of certificate of posting is produced to support his contention, there is nothing to connect the postal receipt to the alleged leave letter said to have been sent by him to the bank. The workman was careful to send a letter requesting for leave for his absence from 7-10-1996 onwards under certificate of posting, but did not keep a copy of the letter with him. The bank has denied having received a leave letter from the workman on 7-10-1996 or on any other date. There is no evidence to show that such a leave letter was sent to the bank. The petitioner has no case in the claim statement or in Ext. M3 reply dated 28-12-1996 that it was due to illness that he was remaining absent from 7-10-1996 onwards. If so there was no difficulty for him to submit a leave application in the proper form directly in the bank. Of course he was free to send a request for leave or a leave application in the prescribed form by post. But it is his duty to prove having sent such a request to the bank. There is no material to connect Ext. W1 postal receipt to the alleged leave letter dt. 7-10-96. He did not reply to the notice stating that he had already applied for leave. Thus the workman remained absent continuously from 9-5-1996 for more than 90 days and he was given notice. He reported for duty on 24-9-1996. But he remained absent again continuously after 12 days from 7-10-1996. A notice was issued to him on 8-11-1996 and he was removed from service w.e.f. 8-12-1996 on account of unauthorized absence.

9. The apex court and high courts have held that a notice contemplated in Bipartite Settlement providing for removal of habitual absentee from service after issuing notice asking the absentee to report for duty within 30 days is sufficient and no domestic enquiry is required.

In *Veveka Nand Sethi v. Chairman J & K Bank Ltd.* 2005-II-LLJ-1034, paras 15 and 20 are relevant :

15. The Bipartite Settlement is clear and unambiguous. It should be given a literal meaning. A bare perusal of the said Settlement would show that on receipt of a notice contemplated thereunder, the workman must either: (1) report for duties within thirty days; (2) give his explanation for his absence satisfying the management that he has not taken any employment or avocation; and (3) show that he has no intention of not joining the duties. It is, thus, only when the workman concerned does not join his duties within thirty days or fails to file a satisfactory explanation, as referred to hereinbefore, the legal fiction shall come into force. In the instant case except for asking for grant of medical leave, he did not submit any explanation for his absence satisfying the management that he has not taken up any other employment or avocation and that he has no intention of not joining his duties.

20. It may be true that in a case of this nature, the principles of natural justice were required to be complied with but the same would not mean that a full-fledged departmental proceeding was required to be initiated. A limited enquiry as to whether the employee concerned had sufficient explanation for not reporting to duties after the period of leave had expired or failure on his part on being asked so to do, in our considered view, amounts to sufficient compliance of the requirements of the principles of natural justice."

In *Syndicate Bank v. General Secretary, Syndicate Bank Staff Association and Another* 2000-I-LLJ 1630 paragraph 17 contains the relevant consideration :

17. Bank has followed the requirements of Clause 16 of the Bipartite Settlement. It rightly held that Dayananda has voluntarily retired from the service of the Bank. Under these circumstances it was not necessary for the Bank to hold any inquiry before passing the order. An inquiry would have been necessary if Dayananda had submitted his explanation which was not acceptable to the Bank or contended that he did report for duty but was not allowed to join by the Bank. Nothing of the like has happened here. Assuming for a moment that inquiry was necessitated, evidence led before the Tribunal clearly showed that notice was given to Dayananda and it is he who defaulted and offered no explanation of his absence from duty and did not report for duty within 30 days of the notice as required in Clause 16 of the Bipartite Settlement."

In *Punjab & Sind Bank v. Sakattar Singh* 2001-I-LLJ 174, paragraph 5 is relevant :

5. If the respondent had submitted an explanation regarding his unauthorized absence or placed any material before the Court that he did report for duty but was not allowed to join duty, inquiry may have been necessitated but not otherwise. In that case, the employee respondent had defaulted in not offering any explanation regarding his unauthorized absence from duty nor did he place any material to show that he reported for duty within 30 days of notice as required by Clause XVI of IV Bipartite Settlement. Thus we think that the contention put forward on behalf of the respondent that he was suffering from serious eye ailment at the relevant time is difficult of acceptance."

In *National Engineering Industries Ltd. Jaipur v. Hanuman* 1967-II-LLJ 883 it is held at page 886 : "Where therefore a standing order provides that a workman would lose his lien on his appointment if he does not join his duty within certain time after his leave expires, it can only mean that his service stands automatically terminated when the contingency happens."

In *State Bank of Patiala v. Murti Singh Negi* 2003-III-LLJ 391 it is held that if the workman submits an explanation regarding his unauthorized absence or places any material before the court that he did report for duty but was not allowed to join duty, an enquiry may be initiated, but not otherwise. In the decided case the workman failed to join duty despite registered notices dated 4-7-1994 & 13-8-1994 advising him to report for duty within 30 days from the date of notice failing which he would be deemed to have voluntarily retired from service on the expiry of the period of notice. Para 11 is relevant.

- "11. Banks are commercial institutions. It is with a view to promote discipline and efficiency that the Bipartite Settlement is providing that unauthorized absence for such period, will bring about automatic abandonment of service. Bipartite Settlement has to be viewed as sacrosanct."

In *Beemakunju v. F.C.I.* 2001-II-LLJ 671 a Division Bench of Kerala High Court observed at para 9 of the judgement that there is no need for a domestic enquiry when the workman does not respond to the notice by submitting explanation or leave application. Para 9 reads :

- "9. It has to be noted that the whole purpose of a domestic enquiry is to assess the factual situation. Unless an action is not with reference to the factual situation, it might be in violation of the principles of natural justice, mainly for want of opportunity to the workman. But the question is, in the factual situation indicated above where the workman never cared to present himself for joining duty after the sanctioned spell of leave, never enquired as to whether his application for extension had been granted, never cared to give proper address to the management, never responded to the communications sent by the management and finally not even promptly responded to the notice published in two newspapers, one in English and the other in Malayalam, could it be said that there was any need for a domestic enquiry which obviously would not have made any difference? Merely for the sake of enquiry it is not necessary to conduct the same as an empty formality."

In *V. Hanumatha Rao v. Punjab National Bank Ltd.*, Hyderabad 2002 LAB I.C. 2053 in para 13 it is observed by

Andhra Pradesh High Court that when there is a clause in the Bipartite Settlement as to what should be the disciplinary action against the unauthorized absentee employee it is not relevant to consider whether the absence of an employee amounts to major misconduct or minor misconduct. The relevant portion of paragraph 13 is as follows :

"The question whether the absence for sufficiently a long time is a major misconduct or minor misconduct and in such circumstances what may be the appropriate punishment, may not be relevant in the present case for the reason that the stand taken by the Bank is that the action had been initiated under the Bipartite Settlement. As already expressed by me, it cannot be said that the rigor of the provision can in any way be reduced by the subsequent taking away of the said provision."

In *SBI, Zonal Office, Region I v. D.K. Seetharam* 2002-III-LLJ 1023 it is held by Karnataka High Court regarding the binding nature of Bipartite Settlement at para-26 as follows :

- "26. The binding nature of settlement entered into by the Union and the management gives the management right to delete the name of the employee from the rolls of the Bank under certain conditions for unauthorized absence. The conditions are fair and just. The condition is that he should be absent continuously for 90 days without lawful cause and the employee should be given 30 days time for reporting for duty after the expiry of 90 days and if ultimately within the period of 30 days the respondent does not report for duty then the management is at liberty to remove the employee from service. Checks and balances have been provided for the safety of a permanent employee. Even during the period of 90 days of absence or subsequently within 30 days of notice if the employee had a satisfactory explanation for his absence then the management is bound to consider the case of the employee sympathetically."

10. In the light of the dictum laid down in the aforementioned decisions it is clear that a domestic enquiry or a personal hearing is not required if an absentee employee does not offer any explanation for his absence or submit leave application within the notice period. His service comes to an end on the expiry of the period of notice. That was what was done by the management in this case. For his absence from 7-10-1996 he has not given a leave application at any time. He also did not report the reason for the absence until 28-12-1996 and that is 20 days after his removal from service. Ext. M3 dated 28-12-1996 is the first statement of the workman regarding his absence from 7-10-96 onwards.

Even in that letter he has not mentioned that he had applied for leave on 7-10-1996 or on any date subsequently. In the claim statement as well as in Ext. M3 letter the reason for the absence from 7-10-1996 is stated to be financial problem and not illness. However, in the box he has a different case that he was sick. No medical certificate was produced before the management or before this court.

11. It is to be noted that the past conduct of the workman is not clean. Several memos were issued to him asking his explanation for unauthorized absence and directing to report for duty. Ext. M4 is one such notice dated 31-8-1996. It is regarding the absence from 9-5-1996 onwards. Ext. M9 is another notice regarding unauthorized absence from 18-4-1994 onwards and he was cautioned against repetition of such misconduct. Ext. M11 dated 29-9-1984 is another memo for unauthorized absence. Ext. M14 dated 1-11-1977 is another memo regarding unauthorized absence of the workman. Ext. M7 dated 29-8-1995 is a charge-sheet alleging unauthorized absence for long periods. In the charge-sheet irregular attendance of the workman is detailed. It is mentioned that the workman had availed 540 days of sick leave, 791½ days of leave on loss of pay as on 2-4-1995. Thereafter also every month he has been availing leave. Ext. M8 is order of punishment issued on 4-10-1996. For the unauthorized absence a punishment of warning was imposed by the management. Ext. M10 is the order of the appellate authority of Catholic Syrian Bank confirming the punishment imposed by the disciplinary authority along with letter of intimation to the workman. Five increments were stopped with cumulative effect by the disciplinary authority and it was confirmed by the appellate authority. Ext. M12 is appellate order regarding finding and punishment in the disciplinary proceedings for doing acts prejudicial to the interest of the bank, absence without leave etc. The disciplinary authority imposed a punishment of stoppage of increments for 2 years without cumulative effect. The appellate authority taking a lenient view modified the punishment and limited it to stoppage of one increment without cumulative effect for discounting cheque without providing funds by giving false declaration, and warning to be recorded in the service book for unauthorized absence. Ext. M20 is the order of appellate authority regarding debiting a cheque without sufficient fund in the account of the workman. The punishment imposed by the disciplinary authority was stoppage of 6 increments with cumulative effect. The appellate authority taking a lenient view reduced the punishment to stoppage of 4 increments with cumulative effect. Ext. M13 is a direction issued by the Bank to the workman on 9-11-1977 directing him not to repeat the misconduct of unauthorized absence. Though the conduct of the workman was viewed seriously his absence was condoned. Ext. M22 is a report of AGM (Inspection & Vigilance) to Chairman of the Bank reporting about the misconduct of the workman including unauthorized absence

from 7-10-1996. It is mentioned that the past records of the employee revealed many undesirable behaviour and the Head Office had issued caution letters and warning besides charge-sheeting. No improvement was seen in the behaviour and it was difficult to discipline him. It is also mentioned that due to his unauthorized long absence, impolite behaviour in the office, frequent bunking during duty hours, using telephone for local calls very often etc., he was unsuitable to the department. Moreover the department had lost confidence in him and was reluctant to entrust files and papers for transmission to higher authorities. Though he was absent from duty he was seen wandering in the premises of the bank. Hence the AGM made a request to transfer him elsewhere.

12. The conduct of the workman, both past and present, is eloquent of the indiscipline indulged in by the workman compelling the bank to invoke clause 17 of Bipartite Settlement. There is no illegality in the action. A person continuously flouting the directions of management and indulging in indiscipline time and again, hinders the smooth functioning of an establishment. Such a person deserves no sympathy in the matter of punishment. That apart, the question of disproportionality in punishment does not arise in this case because Clause 17 of Bipartite Settlement provides for removal of the employee from service on the expiry of the period of notice and no lesser punishment is mentioned therein. Despite that, the management may have discretion to take a lenient view. But so far as the present case is concerned, the workman by his own conduct has disabled himself to avail such a leniency from the side of management.

13. Though there was a feeble attempt to contend that the act of habitual absence is only a minor misconduct and hence the punishment should commensurate with the gravity of the guilt, in the light of the provision in the Bipartite Settlement referred above, such a question may not arise for consideration. The management and the union have agreed to such a course of action in case of continuous absence by the employee without applying for leave or offering reasons for absence. Even going by the clause with regard to disciplinary proceedings in the Bipartite Settlement, the gravity of misconduct is not reduced. Chapter XIX of 1st Bipartite Settlement dated 19-10-1966 (see page 66 of the book on 'Bipartite Settlements' published by M/s. H.P.J. Kapoor, 12th edition) clause 19.5 narrates what are gross misconduct. Sub-clause (f) refers to habitual doing of an act. It reads :

"Clause 19.5. By the expression "gross misconduct" shall be meant any of the following acts and omissions on the part of an employee :

(a) to (e).....

(f) Habitual doing of any act which amounts to "minor misconduct" as defined below.

"habitual" meaning a course of action taken or persisted in notwithstanding that at least on three previous occasions censure or warnings have been administered or an adverse remark has been entered against him."

An act which is ordinarily a minor misconduct becomes habitual when repeated and entails punishment atleast on three previous occasions, such habitual acts amount to major misconduct. On that count also the argnment of the learned counsel for the workman that the punishment of removal from service, is illegal, cannot stand.

14. In the light of the aforesaid evidence and circumstances I find that the action of the management in removing the workman from service of the bank is legal and justified. The workman is not entitled to any relief.

15. In the result, the reference is answered against the workman holding that the action of the management in stopping the service of workman Shri V. D. Chacko is legal and justified and the workman is not entitled to any relief. In the circumstances the parties are directed to suffer their respective costs. The award will take effect one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 18th day of August, 2006.

P. L. NORBERT, Presiding Officer

APPENDIX

Witness for the Workman :

WW1 — V.C. Chacko.

Witness for the Management :

MW1 — C. Vijayamohan.

Exhibits for the Workman :

W1 — Receipt of Under Certificate of Posting dated 7-10-1996.

W2 — Letter No. S/A-1045/9404/96 issued by the management to Shri V.D. Chacko.

Exhibits for the Management :

M1 — Acknowledgement Card dated 13-11-1996.

M2 — Letter No. S/A-1045/10480/96 dated 14-12-1996 issued by the management to the workman.

M3 — Reply dated 28-12-1996 submitted by the workman.

M4 — Letter No. S/A-1045/7241/96 dated 31-8-1996 issued by the management to the workman.

M4 (a) — Acknowledgement Card dated 7-9-1996.

M5 — Leave application dated 23-9-1986 submitted by workman.

M6 — Medical Certificate dated 9-5-1996 issued to the workman.

M6 (a) — Medical Certificate dated 8-7-1996 issued to the workman.

M6 (b) — Medical Certificate dated 6-9-1996 issued to the workman.

M6 (c) — Medical Certificate dated 24-9-1996 issued to the workman.

M7 — Charge-sheet dated 29-8-1995 issued to the workman.

M8 — Letter No. S/Enq./212/S/8185/96 dated 4-10-1996 issued by the management to the workman.

M9 — Letter No. S/A-1045/2800/94 dated 1-6-1994 issued by the management to the workman.

M10 — Covering letter of Order of Appellate authority dated 13-11-1990 issued by the management to the workman.

M11 — Letter No. 5738/84 dated 29-9-1984 issued by the management to the workman.

M12 — Order dated 13-2-1980 of the Appellate authority.

M13 — Letter No. S-3/4847/77 dated 9-11-1977 issued by the management to the workman.

M14 — Copy of letter No. S-3/4667/77 dated 1-11-1977 issued by the management to the workman.

M15 — Application dated 2-11-1977 submitted by workman to the Chairman, Catholic Syrian Bank Ltd.

M16 — Photostat copy of Memorandum of Settlement dated 8-9-1983.

M17 — Photostat copy of Memorandum of Settlement dated 17-9-1984.

M18 — Photostat copy of Memorandum of Settlement dated 10-4-1989.

M19 — Photostat copy of Circular No. 129/89/BC-S-11 dated 3-5-1989.

M20 — Order of the Appellate authority.

M21 — Letter No. 1/1570/96 dated 23-9-1996 issued by the AGM (Inspn. & Vig.) to the Chairman of the Bank.

M22 — Letter No. 1/1796/96 dated 8-10-1996 issued by the AGM (Inspn. & Vig.) to the Chairman of the Bank.

- M23 — Letter No. S/A-1045/9404/96 dated 8-11-1996 issued by the management to the workman.
- M24 — Application dated 24-7-1997 submitted by the workman to the management.
- M25 — Application dated 24-7-1997 submitted by the workman before the RLC (C).
- M26 — Written statement dated 10-11-1997 filed by the management before the RLC (C).
- M27 — Minutes of conciliation dated 27-3-1998 before the ALC (C) Ernakulam.
- M28 — Certified copy of Leave Register of the workman.

नई दिल्ली, 31 अगस्त, 2006

का. आ. 3873.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-II, मुम्बई के पंचाट (संदर्भ संख्या 2/37-2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-8-2006 को प्राप्त हुआ था।

[सं. एल-12011/52/1999-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 31st August, 2006

S.O. 3873.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 2/37-2001) of the Central Government Industrial Tribunal/Labour Court No. II, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 31-8-2006.

[No. L-12011/52/1999-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. II, MUMBAI**

PRESENT

A. A. LAD, Presiding Officer

REFERENCE NO. CGIT-2/37 OF 2001

**Employers in relation to the Management of
State Bank of India**

The Chairman, State Bank of India,
State Bank Bhavan, Central Office,
Madam Cama Road, Mumbai-21.

AND

Their Workmen,
The General Secretary,
State Bank of India Karamchari Sena,
1, Ameya Kripa, Jondhali Baug,
Old Agra Road, Mumbai 400 601.

APPEARANCE

For the Employer : M/s. Yimadlal & Co., Advocates.

For the Workmen : Mr. Jaiprakash Sawant, Advocate.

Date of reserving Award : 31st July, 2006

Date of passing of Award : 31st July, 2006

AWARD

1. The Government of India, Ministry of Labour by its Order No. L-12011/52/99-IR (B-I) dated 26th March, 2001 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947, sent reference regarding Clause 7 & 29 of the Settlement dated 12th April, 1999 signed between State Bank of India Staff Federation questioning whether it is discriminatory?

2. As a result of which notices were issued to both parties. 2nd Party filed its Statement of Claim at Exhibit 8, which was replied by 1st Party by filing Written Statement at Exhibit 10. Then after framing Issues the matter was posted for recording evidence. However, by Exhibit 20, 2nd Party informed that, it did not want to pursue the issue involved in the reference and prayed to dispose of the reference. 1st Party has given no objection to it.

3. In view of the purshis filed at Exhibit 20, I proceed to pass the following order :

ORDER

(a) In view of the purshis at Exhibit 20 reference is disposed of for want of prosecution;

(b) No order as to its costs.

Mumbai,
31st July, 2006.

A. A. LAD, Presiding Officer

EX. NO. 20

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. II, MUMBAI**

REFERENCE NO. CGIT-2/37 OF 2001

State Bank of India

Vs.

Their Workmen represented by SBKS

Application for disposal of Reference proceedings**MAY IT PLEASE YOUR HONOUR**

The workmen/union prays that this Hon'ble Tribunal may be pleased to dispose of the present proceedings for want of prosecution by the union and oblige.

No objection to the said withdrawal.

Sd/-

P. S. Arora

I/b Vimadlal & Co.

Adv. & Sole for Management

Mumbai,

Dated : 31st July, 2006

JAIPRAKASH SAWANT
Advocate for Union

नई दिल्ली, 31 अगस्त, 2006

का. आ. 3874.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक आफ पटियाला के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं.-II, नई दिल्ली के पंचाट (संदर्भ संख्या 77/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-8-2006 को प्राप्त हुआ था।

[सं. एल-12012/128/2002-आई आर (बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 31st August, 2006

S.O. 3874.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 77/2002) of the Central Government Industrial Tribunal/Labour Court No. II, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of Patiala and their workman, which was received by the Central Government on 31-8-2006.

[No. L-12012/128/2002-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

**BEFORE THE PRESIDING OFFICER, CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT-II, NEW DELHI**

R. N. Rai, Presiding Officer.

I. D. No. 77/2002

IN THE MATTER OF:—

Shri Ravi Kumar,
S/o Shri Roshan Lal,
R/o 2535/11, Chuna Mandi,
Paharganj, New Delhi,
New Delhi-110 005.

VERSUS

The Assistant General Manager,
Regional Office No. 1 (Delhi),
NBCC Place, 2nd Floor,
South-East Wing, Pragati Vihar,
Bhisham Pittamah Marg, Lodhi Road,
New Delhi-110 003.

AWARD

The Ministry of Labour by its letter No. L-12012/128/2002 IR (B-I) Central Government dt. 09-09-2002 has referred the following point for adjudication.

The point runs as hereunder:—

“Whether the action of the management of State Bank of Patiala, Regional Office-I (Delhi) in terminating the services of Shri Ravi Kumar, Ex. Daily Paid Sweeper with effect from 21-06-2000 is justified? if not, what relief the workman is entitled and from what date?”

The claimant has filed statement of claim. In the statement of claim it has been stated that the respondent engaged services of the workman Ravi Kumar for cleaning of floor and serving water to the respondent staff as a sweeper on daily wages at a rate of Rs. 35 per day since August 1996, which was duly sanctioned by the DGM. However, he was paid only Rs. 30 per day.

That the workman worked sincerely and worked at a rate of Rs. 30 per day from August 1996 to 23-02-1998, when the respondent increased his wages from Rs. 30 to Rs. 60 which was duly received by him and receipt of wages was duly attested by the respondent.

That the workman worked continuously with the respondent office without and break, satisfactorily without any complaint till 21st June, 2000.

That the respondent illegally and in arbitrary manner terminated the services of the workman against the rules of natural justice without even affording any opportunity of hearing to the workman/claimant. No reason has been assigned for termination of his services.

That the workman/claimant requested the respondent to take him back on services but the respondent refused to do so. The illegal, arbitrary and unjustified act and conduct on the respondent part is against the statutory provisions of Industrial Dispute Act. The claimant is a poor person and is suffering great hardships due to illegal termination of the services.

That the workman who has rendered near about 4 years of continuous service is entitled for regularisation of his services but his services have been illegally terminated causing irreparable loss to him. It is pertinent to mention here that as per the law laid by the Hon'ble Supreme Court a workman who has completed 240 days of service in a calendar year is entitled for regularisation.

That it is further submitted that the post on which the workman is working is of permanent nature and he is entitled for regularisation on pay equal to that of a regular employee on the post as per the settled principal of law "equal pay for equal work" from the date of appointment. His termination of services is illegal and void ab-initio.

Therefore, in view of the above facts and circumstances the workman served a demand notice dated 06-07-2000 to the respondent calling upon it to reply and meet the following demands within 15 days of receipt of this demand notice :

- (a) regularise the services of the claimant with consequential benefits from his date of appointment.
- (b) quash the order of termination of services and reinstate the claimant with back wages and consequential benefits..
- (c) pay compensation as per rules.

It is submitted that a copy of the demand notice was served to the Labour Commissioner as well.

That to the utter pain and great dismay of the claimant, his demands were turned down by the respondent while replying to demand notice dated 06-07-2000 although it was admitted clearly therein that the services of the claimant were availed by the bank.

That the workman is a poor person and has been adversely affected by the termination of services and had no other source of livelihood. He has tried his best to find alternative job but has not yet got any job and is unemployed till date.

It is therefore, respectfully prayed that this Hon'ble Court may graciously be pleased to answer the reference in favour of the workman and direct the respondent to reinstate the workman with all consequential benefits including full back wages, continuity of service etc. in the interest of justice and regularise the services of the workman and grant him the regular pay scale.

The respondent/management has filed written statement. In the written statement it has been stated that the respondent is not an industry but a banking company. The law applicable to the respondent is BPS between the management and its staff members. The respondent engages Class-IV employees through employment exchange. In the Chandralok Building in New Delhi where the office of the respondent was situated at that time, since four to five sweepers were available in the building and there was casual job of one hour with the respondent, no sweeper was engaged through employment exchange.

That the claimant was not given any appointment letter by the respondent bank; hence the question of termination of his services does not arise.

That the claimant did not continuously work for 240 days in a year; hence, the provisions of the ID Act do not apply to him. In 1998, the claimant worked for 131 days and in 1999 he worked for 162 days (23-04-1998 to 22-05-1998, 20-08-1998 to 31-12-1998 and 01-01-1999 to 31-07-1999) with Sundays and other holidays off.

That the claimant has raised this dispute with ulterior motives and mala fide intentions only to harass the respondent. It is submitted that there is no limit of work in Chanderlok Building where other sweepers are working. The respondent has shifted to NBCC Building, Bhisham Pitamah Marg where 27000 sq. ft. area is to be cleaned and the job has been assigned to a contractor. When the respondent was shifting to new premises, the claimant was offered to join the contractor and although he joined the contractor for 2-3 days but later refused to come, and raised this false dispute.

The contents of para 1 are not correct, hence are specifically denied. The claimant is put to strict proof of his allegations therein.

The contents of para 2 are not correct; hence are specifically denied. The claimant is put to strict proof of his allegations therein. It is submitted that the claimant was only a casual sweeper working off and on when required. The answering respondent shall file its records of the period the claimant worked for it to prove that he was a casual sweeper working off and on as and when required.

The contents of para 3 are not correct, hence are specifically denied.

That there was no appointment letter issued by respondent, hence the question of any termination in illegal and arbitrary manner does not arise. Rest of contents of para 4 are specifically denied.

That the contents of para 5 are totally wrong, false and incorrect, hence are specifically denied.

That the contents of para 6 are totally incorrect and hence denied. It is submitted that in 1998 the claimant worked for 131 days and in 1999 he worked for 162 days (23-04-1998 to 22-05-1998, 20-08-1998 to 31-12-1998 and 01-01-1999 to 31-07-1999) with Sundays and other holidays off.

That the respondent was availing service of claimant for one hour for sweeping the office as and when available out of four sweepers available in Chanderlok Building, Janpath, New Delhi. There are not less than 50 offices in Chanderlok Building who are availing the services of these sweepers for cleaning their premises. Claimant with mala fide intention has filed this frivolous case against the respondent. Although two branches of respondent are still operating in the same building but claimant does not want to do any job like other sweepers and has filed frivolous case against respondent. It is submitted that there was no

appointment letter given to the claimant, and therefore, the question of termination does not arise.

In reply to paras 8 & 9 it is submitted that the frivolous demand notice was rightly replied by the respondent.

The contents of para 10 are not correct. Other sweepers in Chanderlok building are working in same manner but claimant wants to harass respondent with ulterior motives.

The prayer clause of the claim is wrong and denied. The claimant was working as sweeper on casual basis as and when available out of total sweepers available in Chanderlok Building and he has raised the present dispute with ulterior motive. It is prayed that claim of the claimant is not maintainable, and hence, the same may kindly be dismissed.

Evidence of both the parties has been taken.

Heard argument of the management. Several dates have been given to the workman applicant for argument. His Advocate did not turn up. The Bank has filed written statement. The award is given considering the entire merits of this case.

The case of the workman is that he was engaged for cleaning of floor and serving water to the respondent's staff as sweeper on daily wages @ Rs. 30 per day since August 1996. He worked @ Rs. 30 per day from August 1996 to 23-02-1998. Thereafter his daily wage was enhanced from Rs. 30 to Rs. 60 and he worked satisfactorily till 21-06-2000.

It was submitted that the respondent illegally in an arbitrary manner terminated the services of the workman against the rule of natural justice without even affording any opportunity of hearing to the workman/applicant. The termination is absolutely illegal, arbitrary and unjustified.

It was further submitted that he has worked for about 4 years but his services have been terminated without payment of retrenchment compensation and pay in lieu of notice.

The workman has filed photocopy of order dated 12/98 in which it has been mentioned that he has been working since August 1996 and it has been requested to post one permanent part time worker in this office so that services being taken on daily basis be dispensed with. This photocopy of letter is Ex. WW 1/4. by this letter the Branch Manager has demanded one permanent part time worker in his office.

It was submitted from the side of the management that the workman has been paid Rs. 30 per day. So for the whole month it would amount to only Rs. 900. In the year 1998 no workman will work for the whole day on monthly wages of Rs. 900 calculated on the basis of daily rate for 30 days. The management submitted that the workman was a

part time worker and his duty was taken only for short period so he was paid Rs. 30 per day. This certificate does not prove the fact that the workman has worked continuously for 240 days in any year either in 1996 or in 1998. He has filed photocopy of payment made to him. From calculating the days of every day payment it transpires that in April, 1998 he has worked for 7 days, in May, 1998 for 17 days. From May, 1998 to September 1998 he has worked only for 28 days. In the month of October he has worked for 11 days. In the month of November and December he has worked for 22 days and 24 days respectively. On calculating the days on which he has performed the duties, it comes to 109 days.

He has filed photocopies of daily payment made to him. It transpires from perusal of these photocopies that he has worked only for 14 days in March 1999 and his total working days of the year 1999 comes to 160 days.

The case of the management is that he has worked for 131 days in the year 1998 and 162 days in the year 1999. This contention of the management is supported by the documents filed by the workman.

It is settled law that the workman has to prove by cogent documentary evidence that he has worked for 240 days. The amount of Rs. 30 paid to him per day in 1998 indicates that he was a part time worker and some sort of work for a particular period of time was taken from him. Such work cannot be treated to be continuous work.

From perusal of the documents on record it transpires that the workman has worked for 109 days in the year 1998 and 160 days in the year 1999. If Sundays and Holidays are added to 109 it will not come to 240 days. If Sundays and Holidays are added to the working days of 1999 it will not come to 240 days.

It also transpires that in the year 1999 the workman has worked for only six months. So during the six months he cannot be said to have performed the duties of 240 days. The workman has filed no other document to substantiate his claim. He has not filed any documentary evidence for his work in the year 2000.

It was submitted from the side of the workman that whenever the services of the workman were required, work for only half an hour or an hour were taken from him and he was made payment on that very day.

The workman has not succeeded in proving that he has worked for 240 days by any cogent documentary evidence. The documentary evidence filed by him substantiate the fact that he worked for 109 days in the year 1998 and 160 days in the year 1999. He has filed no document in evidence for working in 2000.

The counsel for the management submitted that in reply it has been specifically mentioned that in 1998 he worked for 130 days in 1999 he worked for 162 days. The workman has not filed any paper to prove otherwise.

It is settled law that it is the duty of the workman to prove by documentary evidence that he has worked for 240 days. This burden lies on the workman. He has failed to discharge this burden and prove that he has worked for 240 days, so he is not entitled to any relief as prayed for.

The reference is replied thus :—

The action of the management of State Bank of Patiala, Regional Office—I (Delhi) in terminating the services of Shri Ravi Kumar, Ex. Daily Paid Sweeper with effect from 21-6-2000 is justified. The workman applicant is not entitled to get any relief as prayed for.

Award is given accordingly.

Date : 25-8-2006.

R. N. RAI, Presiding Officer

नई दिल्ली, 31 अगस्त, 2006

का. आ. 3875.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नारदन रेलवे के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ग्राम न्यायालय सं.-II, नई दिल्ली के पंचाट (संदर्भ संख्या 124/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-8-2006 को प्राप्त हुआ था।

[सं. एल-41012/101/2000-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 31st August, 2006

S.O. 3875.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 124/2000) of the Central Government Industrial Tribunal/Labour Court, No. II, New Delhi, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Northern Railway and their workman, which was received by the Central Government on 31-8-06.

[No. L-41012/101/2000-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

PRESENT:

Shri R. N. Rai, Presiding Officer

I. D. No. 124/2000

In the matter of:

Shri Pratap Singh,
C/o The General Secretary,
Northern Railway, Labour Union (Regd.),
10-12, Railway Colony,
New Delhi-110004.

Versus

The General Manager,
Northern Railway,
Baroda House,
New Delhi-110001.

AWARD

The Ministry of Labour by its letter No. L-41012/101/2000/IR (B-I) Central Government, dt. 3/7-11-2000 has referred the following point for adjudication.

The point runs as hereunder :—

"Whether the action of the management of Northern Railway, New Delhi in terminating the services of Shri Pratap Singh, Ex. Senior Clerk vide order dated 16-11-1994 is legal and justified? If not, what relief the workman is entitled?"

The workman applicant has filed claim statement. In the claim statement it has been stated that while posted and working as Clerk under Signal Inspector (D) Laskar of Moradabad Division of Northern Railway, the workman was issued a memorandum of charges by Sr. Divisional Signal and Telecommunication Engineer, Moradabad Disciplinary Authority under his No. VC/Confed/S&T/2015 dated 3-3-1989 for holding an inquiry against the workman under Rule 9 of the Railway Servants (Discipline and Appeal) Rules, 1968 on the basis of charges and allegation as contained in Annexure-I and II to the memorandum which were proposed to be sustained by the documents and witnesses as contained in Annexures III and IV to the memorandum respectively.

That the workman denied the charges so Inquiry Officer was appointed to conduct the inquiry. But the E.O. conducted the inquiry in breach of said Rule 9 so arrived at wrong and illegal conclusion and finding and the order of penalty based on such illegal and incorrect findings is wrong and illegal and void abinitio and based on extraneous matters. The appeal filed by workman dated 20-3-1992 was rejected on the basis of illegal findings of the Inquiry Officer and without application of mind and mechanically so wrong and illegal.

That aggrieved by such illegal punishment of termination from service and rejection of his appeal the workman raised an industrial dispute before the conciliation officer but due to rigid attitude of the management the conciliation proceedings resulted in failure and accordingly the failure report was submitted and after due consideration of the same the Central Government rightly referred the matter as industrial dispute to the Hon'ble Tribunal.

That the case of the workman is that the filed order dated 16-11-1994 terminating his services is illegal and unjustified on the grounds given below :—

Because the said order of termination dated 17-6-1992 and appellate order 16-11-1994 purported

to have been passed by virtue of Rule 9 of the Railway Servants (Discipline and Appeal) Rules, 1968. Said Rule 9 of the said Rules, open with prohibition that no penalty shall be imposed except after inquiry held, as far as may be, in the manner provided in this rule and rule 10. Rule 9(3) provides for drawing upon definite charges. Rule 9(80) further provides for appointment of Presenting Officer. Further Rule 9(14) provides that Presenting Officer shall cross-examine the witnesses of Railway Servant. Rule 9(15) further imposes a duty upon the Inquiry Officer to give an opportunity to railway servant to explain the evidence and circumstances against him. But the perusal of the proceedings of the present inquiry would show that all these statutory requirements were contravened inasmuch as despite appointment of Presenting Officer, the E. O. cross-examined workman at length so acted as prosecutor also in addition to the role of a Judge. The Inquiry Officer did not record his findings on each charge. The disciplinary authority also did not record his findings with reasons. For all these contraventions the proceedings are illegal and in breach of the principles of natural justice.

Because the charge levelled against the workman is, demanding and accepting of Rs. 50 from Shri Ram Prakash, Khalasi as bribe for filing the service particulars in loan application form. Whereas the order of punishment dated 17-6-1992 is based on extraneous matter inasmuch as the relevant portion of it reads, "it has also been seen from the records that Shri Pratap Singh was dismissed earlier also for misconduct in November, 1985." So the workman had no opportunity to meet with this new and extra charge. At any rate this alleged punishment was set aside and the workman was taken on duty and since then he had been serving satisfactorily for long 7 years. Even otherwise this extraneous matter was perhaps taken into consideration for justifying the severest penalty of removal from service.

Because the appellate authority did not apply its mind to the fact that the disciplinary authority had passed such an order of extreme punishment of removal from service on an extraneous matter of earlier penalty without an opportunity of defence from the same.

Because the workman was only a clerk and it was none of his duty to fill in loan application form of said Shri Ram Prakash, Khalasi for getting loan from Northern Railway Co-operative Bank Limited altogether a different organisation separate from Northern Railway.

Because the workman could not be held responsible for accepting the bribe inasmuch as he had no power

or duty to sanction the alleged loan and without that power no favour could be shown that the question of bribe did not arise and perhaps that is why the CBI did not launch the prosecution against the workman and that is why it recommend departmental action.

Because even otherwise the loan is granted to members only which is evident from the loan application form in which membership number has not been mentioned. It is not the case of the disciplinary authority even that said Shri Ram Prakash was a member of the said Bank.

Because even otherwise it was not the duty of the workman to fill up the entire blank loan application form on behalf of said Ram Prakash but his only duty was to check service particulars filled in by the said Shri Ram Prakash. But the perusal of said loan application form would show that it was never filled in by said Shri Ram Prakash without which it was not possible for the workman to check the service particulars.

Because the said termination order dated 17-6-1992 and order dated 16-11-1994 rejecting the appeal of workman against such penalty are in breach of Rules 9 and 10 and 22 of said Rules inasmuch as the disciplinary authority and appellate authority did not record its findings on each charge with reasons for it.

Because the order of punishment of removing workman from service is not only severe but excessive.

That in view of the above mentioned facts and circumstances the impugned orders are illegal, void ab initio, not existent in the eyes of law and in breach of principles of natural justice so merit to be set aside and quashed as such it is prayed that this honourable Tribunal may be pleased to make an award declaring the order of workman's termination dated 17-6-1992 and the order dated 16-11-1994 rejecting workman's appeal against the same as illegal and unjustified and may further be pleased to quash the same and reinstate the workman in service with payment of full back wages and continuity of service and all other service benefits arising therefrom.

That the workman declares that the workman since his termination from service on and from 17-6-1992 had remained unemployed as despite his best efforts he could not find an alternative suitable job and is somehow pulling on by doing occasional odd jobs.

The management has filed written statement. In the written statement it has been stated that the claim petition of the workman is not maintainable and is liable to be dismissed by the Hon'ble Tribunal on the ground that the

workman has been held guilty by the disciplinary authority for accepting a bribe of Rs. 50, which as per evidence on record, stands proved. Moreover, all the legal formalities/requirements were completed before the workman was removed from service and the impugned order of removal of workman from service is, therefore, maintainable as per law.

That the orders passed by the authorities terminating the services of claimant/workman were fully reasoned and speaking one and that these were passed after conducting proper investigation into the matter. It was only after the report of the Inquiry Officer and its acceptance by the disciplinary authority that the services of the workman were terminated. It is, therefore, wrong and denied to state that the Inquiry Officer conducted the inquiry in breach of Rule 9 of Railway Servants (Discipline and Appeal) Rules, 1968.

That the inquiry against the workman was conducted in accordance with rules and it was after its acceptance by the competent authority and after giving full opportunity to the workman to represent against the report of Inquiry Officer that the services of workman were terminated. So, there is no illegality in the termination order as alleged.

That the workman did not appeal against the findings of the Inquiry Officer though he had represented against the inquiry report. It was, however, at a belated stage that the workman appealed against the report of Inquiry Officer on 15-8-1992 and that was rejected by the competent authority vide orders dated 16-11-1994.

That whatever punishment has been meted out to workman was in view of his past working record and his case was fully tried after the raid of CBI and it was only after that the workman was imposed the punishment of removal from service. Further, the workman was removed from service only after it was established that the workman had accepted a bribe of Rs. 50. In addition, it was in view of adverse report against the workman that the decision of disciplinary authority was upheld in the appeal, which was filed by workman at a much belated stage.

That there is no irregularity in the impugned order of removal of workman from service nor the removal order suffers from any legal infirmity warranting intervention by the Hon'ble Tribunal.

That there is no gross violation of principles of natural justice which may invite interference by the Hon'ble Tribunal nor the workman has pointed out any such violation on record. Moreover, before passing of final order of removal from service of the workman, he had been given/issued "Show Cause Notice" and he had been given 14 days time to represent, if any, to meet the ends of justice and there was, therefore, nothing arbitrary or unlawful or in violation of principles of natural justice as alleged in the claim petition.

That there is no cause of action in favour of the claimant/workman and, therefore, he is not entitled to the relief prayed for.

It is denied that order of punishment—removal from service—imposed on the workman is based on extraneous matter as alleged. It is stated that the charges as framed in the memorandum of charge sheet dated 3-3-1989 were fully proved and it was for the disciplinary authority to keep in mind the past record of workman while deciding on the punishment to be imposed on the workman for repeated misconduct while in service of answering respondents, as on going through the events, it was established that Shri Pratap Singh/Workman did not maintain clean record of service and committed misconduct on a number of occasions in the past. So, his punishment removal from service was in continuation and keeping in view of past record of unsatisfactory service and dismissal earlier in November 1985, which necessitated harsh punishment viz. removal from service. But removal from service cannot be termed as severest penalty/punishment; in that case, it would have been dismissal from service and not removal from service.

It is denied that appellate authority did not apply its mind while imposing punishment of removal from service on the workman. It is stated that orders of removal from service were passed affording full opportunity to the workman to defend himself had been given and the appellate authority passed reasoned and speaking orders for removal from service of the workman in question. Moreover the workman's case was fully tried after the raid of CBI and perusal of past record of service of workman was taken into consideration while passing orders of removal from service of the workman.

It is denied that the workman was punished for filling up the loan application form of one Shri Ram Prakash, Khalasi, for getting loan from Northern Railway Primary Co-operative Bank Limited. It is stated that the loanee worked under the Signal Inspector, Northern Railway, Laskar Office in which the workman was working as a clerk and it was for him as clerk to verify the service particulars of the employee/Ram Prakash as also of the sureties working in that office and it was for all such services rendered by him that he might have taken a bribe of Rs. 50 from Ram Prakash, the loanee in question for doing a job for him assisting in getting the loan from the above said co-operative bank meant for Northern Railway Employees.

The workman applicant has filed rejoinder. In his rejoinder he has reiterated the averments his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

It transpires from perusal of the record that the case was posted on 16-5-2006 for argument but none was present on that day. It was again posted on 13-6-2006 for argument but none was present so the case was reserved for award.

The award was not passed on that day as parties were not available for argument. Notice was issued to both the parties for argument on 8-8-2006. Notice has been served on the workman. He was not present on 8-8-2006. The management was present and the management has filed written brief.

It has been submitted by the management that the Inquiry Officer and the disciplinary authority are not the same person. In a CBI raid the workman was caught red-handed and the disciplinary proceedings were initiated against him. It was a case of bribe of Rs. 50. So the CBI did not lodge FIR.

I have perused the entire inquiry proceedings. The workman has been given ample opportunity to cross examine the witness of the management. He has been also asked to produce his own defence. The investigating agent CBI caught him receiving a bribe of Rs. 50. The management has right to initiate proceedings against such act of receiving bribe. Proper inquiry has been conducted. The inquiry is fair. The workman is not entitled to get any relief as prayed for.

The reference is replied thus :—

The action of the management of Northern Railway, New Delhi in terminating the services of Shri Pratap Singh, Ex. Sr. Clerk vide order dated 16-11-1994 is legal and justified. The workman applicant is not entitled to get any relief as prayed for.

Award is given accordingly.

Date : 24-8-2006

R. N. RAI, Presiding Officer

नई दिल्ली, 31 अगस्त, 2006

का. अं. 3876.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी. एस. आई. आर. के प्रबंधन के संबद्ध निोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 39/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-8-2006 को प्राप्त हुआ था।

[सं. एल-42012/214/2001-आई आर (सी-II)]

अजय कुमार गौड़, डैस्क अधिकारी

New Delhi, the 31st August, 2006

S.O. 3876.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the Award (Ref. No. 39/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, New Delhi, as shown in the Annexure in the industrial dispute between the management of Council for Scientific Research and Ind. Research and their workman, received by the Central Government on 31-8-2006.

[No. L-42012/214/2001-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

PRESENT :

Shri R. N. Rai, Presiding Officer

L.D. No. 39/2005

In the matter of :

Shri Prem Kumar,
S/o Shri Dilbagh Singh,
C/o. Shri M. N. Singh,
X/1837, Park Marg,
Rajgarh Colony,
Delhi-110031.

Versus

1. The Head (H. R. D. G.),
Council for Scientific Research and Ind.
Research,
Dr. K. S. Krishnan Marg, Pusa Road,
New Delhi-110012.
2. M/o Science and Technology,
Technology Bhawan,
New Mehrauli Road,
New Delhi.

AWARD

The Ministry of Labour by its letter No. L-42012/214/2001/IR(C-II) Central Government, dt. 27-4-2005 has referred the following point for adjudication :

The point runs as hereunder :—

“Whether the demand of Shri Prem Kumar, S/o Shri Dilbagh Singh from the management of CSIR that he may be reinstated in the service with benefits of continuity and payment of fall back wages is just, fair and legal ? If so, to what relief is the workman entitled.”

The workman applicant has filed claim statement. In the written statement it has been stated that the present industrial dispute regarding illegal termination of service of the workman, has been referred by the Secretary Labour to this Hon'ble Court vide order No. L-42012/214/2001-IR(C-II) dated 27-4-2005 for adjudication.

That Shri Prem Kumar hereinafter referred to as the workman, was initially employed as helper on 1-7-1997 in the Human Resources Development Group of Council for Scientific and Industrial Research, hereinafter referred to as the management. The workman was directed to work under Shri S. C. Dhawan, Scientist, Human Resources Development Group. It is submitted that the workman continued to serve the organisation in the Human Resources Development Group of CSIR without any break and to the entire satisfaction of the management till 29-9-2000, when the management illegally terminated his services without assigning any reason for the same.

That the workman concerned was neither paid any retrenchment compensation, notice pay etc. nor had any notice assigning reasons for termination of his services been served upon him prior to his removal from the service.

That the workman concerned was not the junior most in his category. The job of helper in the management organisation is of permanent and perennial nature and the management concerned has employed other workman to perform the same work after terminating the services of the workman concerned. The management has continuously been engaging fresh workmen as helper since termination of services of the workman concerned.

That the workman concerned was never served with any notice, memo, chargesheet etc. nor was any departmental inquiry ever conducted against him prior to his removal from service. The workman concerned has satisfactory and excellent record of service to his credit. All the officers of the management were fully satisfied with the work and conduct of the workman.

That the workman concerned was drawing minimum wages as declared by the Government of N. C. T. Delhi from time to time. The last drawn wages of the workman were Rs. 2,572 per month.

That the workman concerned served the management continuously and without any break w.e.f. 1-7-1997 to till 29-9-2000. It is pertinent to mention herein that the officers of the management also terminated the services of all the workmen on the same day.

That the workman was directly employed by the officials of the management of CSIR and was also removed by the officers of the CSIR and not by any contractor. The workman was under the direct control and supervision of the officers of the management and used to work at the will and directions of the officers of the management.

That Shri B. Kamlakar, PRO of the management, used to mark the attendance of the workman and other similarly placed co-workmen in a register. It is submitted that the workman used to receive his salary from Shri Rajender, Clerk of the management during the first year of his service and thereafter received his salary from Shri B. Kamlakar,

PRO of the management. However, the workman concerned was never allowed by the officers of the management to see his record.

That in the aforesaid facts and circumstances the action of the management in terminating the services of the workman concerned is illegal, unjustified, arbitrary, malafide amounts to unfair labour practice, victimization and in violation of Section 25F, G, H of the Industrial Disputes Act, 1947 and amounts to illegal retrenchment.

Notice has been sent to the management. The management did not turn up. The case proceeded ex parte.

Heard argument from the side of the workman.

It was submitted from the side of the workman that he worked continuously from 1-1-1997 till 29-9-2000 as Peon/Helper. He was given Rs. 2,572 as wages as monthly wages. His services were terminated without payment of compensation and salary in lieu of notice.

The workman has filed a certificate of Shri S. C. Dhawan, Scientist, Council of Scientific and Industrial Research, Human Resources Development Group, New Delhi. Shri S. C. Dhawan, Scientist has certified that the workman has been working in the Human Resources Development Group of the Council (CSIR) as Helper since 1st July, 1997. He has further certified that he was an honest worker. The certificate has been issued on 27-1-1998.

The workman has filed photocopies of original certificate in which Shri S. C. Dhawan has certified that the workman started working since 1st July, 1997. There is no mention of engagement by any contractor. The workman has filed photocopy of letters Ex. WW1/15, 16 and 17. These documents prove that the workman has worked for more than 240 days so the workman has established by cogent documentary evidence that he has worked for 240 days.

It was submitted that the work of helper in the department is continuing and existing work. After termination of his services the management has taken other helpers. Thus the management has committed breach of Section 25G and H.

The workman has worked continuously for 240 days. He has not been given retrenchment compensation and pay in lieu of notice. Provisions of Section 25 F of the ID Act have not been complied with. The workman shall be deemed to continue in service as legal and valid retrenchment has not been effected by the management. The workman was a Peon/Helper so he must be doing some sort of manual work off and on. So he deserves to be reinstated with 50% back wages w.e.f. 30-9-2000.

The reference is replied thus :—

The demand of Shri Prem Kumar, S/o Shri Dilbagh Singh from the management of CSIR that he may be reinstated in the service with benefits of continuity and

payment of 50% back wages is just, fair and legal. The management is directed to reinstate the workman with 50% back wages w.e.f. 30-9-2000 within two months from the date of the publication of the award.

Award is given accordingly.

Date: 24-8-2006

R. N. RAI, Presiding Officer

नई दिल्ली, 1 सितम्बर, 2006

का. आ. 3877.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार जैट एयरवेज (इंडिया) लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ब्रम न्यायालय, नई दिल्ली-II के पंचाट (संदर्भ संख्या 2/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-8-2006 को प्राप्त हुआ था।

[सं. एल-11012/49/2002-आईआर (सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 1st September, 2006

S.O. 3877.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 2/2003) of the Central Government Industrial Tribunal/Labour Court, New Delhi-II, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Jet Airways (India) Ltd. and their workman, which was received by the Central Government on 31-8-2006.

[No. L-11012/49/2002-IR (C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

PRESENT:

Shri R. N. Rai, Presiding Officer

I. D. No. 2/2003

In the matter of:

Shri Bijendra Pal,
R/o, H. No. 501/21, Gali No. 4,
Om Nagar, Gurgaon,
Haryana

Versus

The Manager (HR),
Jet Airways (India) Limited,
Terminal-I, Palam (Domestic) Airport,
New Delhi

AWARD

The Ministry of Labour by its letter No. L-11012/49/2002/IR (C-I) Central Government, dt. 10-12-2002 has referred the following point for adjudication.

The point runs as hereunder :—

“Whether the action of the management of M/s. Jet Airways (India) Limited, New Delhi in terminating the services of Shri Bijender Pal Yadav, Ex. Security Assistant w.e.f. 16-10-2000 is just, fair and legal? If not, to what relief is the workmen entitled?”

The workman applicant has filed claim statement. In the claim statement it has been stated that he was appointed as Security Assistant in the Security Department of Respondent Company on January 15, 2000 in the pay scale of Rs. 5000 per month. The staff number of the workman was JA/9012/DEL. The copy of the appointment letter and Identity Card are annexed hereto as Annexure W-1 and W-2 respectively.

That although workman was appointed on probation initially for a period of six months and the conduct and behaviour of workman remained satisfactory during the said period. The workman continued to serve beyond the probation period without being confirmed by the respondent in July 2000.

That parallel batchmates and other similar placed persons/co-workman of the workman who were recruited/appointed along with the workman on similar conditions were confirmed and regularised. Out of these four other co-workmen two were ex-servicemen from Navy and Air Force respectively. The other two were/civilians. The names of the these persons are Mr. Rajiv (Ex. Navy), Mr. Kapil (Civilian), Mr. Rambir (Ex. Air Force), Mr. Santosh (Civilian). These persons who are the co-workmen are confirmed and also promoted as Senior Assistant in Security Department and their salary was enhanced to Rs. 8000 per month. But whereas without any cause or reason the services of the workman were not regularised in July 2000. However workman continued to serve beyond probation period.

That on October 16, 2000 the management terminated the services of the workman illegally without any inquiry and without completing other mandatory provisions as per Industrial Disputes Act, 1947. The workman was not paid any compensation in lieu of the said termination. The copy of the termination letter is annexed hereto as Annexure-W-3.

That it is pertinent to mention here that the workman had served in Indian Air Force as an Airman/Combatant member for 21 years and retired as Sr. Non-Commissioned Officer with exemplary service records. During the service tenure of the workman in the Respondent Company the workman found that the then Security Officer and the then

Area Manager were not seeing eye to eye towards the workman. The workman was not liked by them due to the reasons best known to them.

That it is pertinent to mention here that one day in October, 2000 the workman acted vigilantly/promptly and apprehended one BCAS person who was trying to sneak inside the Aircraft of the Company. At that time except Security Officer and Area Manager everyone in the Company appreciated the alertness and vigilance of the workman. However, the workman was awarded with termination letter as award of same on October 16, 2000.

That it is pertinent to mention here that in the year 2000 the Area Manager and Security Officer were solely responsible for the security of the company. However, now other officer are being appointed. The respondent company merely desired any graduate for the post of Security Assistant. The nature of duties of the workman did not require any special training as the workman has 21 years experience as a defence personnel in the Indian Air Force. The workman was performing duty mostly at Ladder one and had never given any chance to his superior for any deficiency in duty. Apart from this the workman was also performing duties at Ramp and at other places as assigned to him time to time.

That the workman was never given any show cause notice for any negligence in duty, no warning letter was ever issued to him by the respondent. However, due to the reasons best known to the respondent/management the services of the workman were terminated without assigning any cause. The workman has completed more than 240 days of service, thus he is covered under the definition of workman. The work which the workman was performing is of perennial nature. Thus the services of the workman were and are permanently required by the respondent.

That the workman tried his level best to request and pray to the Highest Authority of the respondent company before approaching this Ld. Tribunal. The workman had sent one request letter to the Chairman of the Company in December 2000 and subsequently also to reconsider the case of workman and reinstate him in the same job. However, the workman received no response from the respondent.

On 21-11-2001 the workman served a demand notice to the Manager (HR), Jet Airways (India) Limited at Delhi and one copy of the same to the Chairman, Jet Airways (India) Limited at Bombay requesting them to reinstate him with full back wages and reply to the workman within two weeks after receiving the same. But the respondents gave no response. The copy of the letter written by the workman to the respondent are annexed as Annexure W-4 and W-5 respectively.

The management has filed written statement. In the written statement it has been stated that there is absolutely

no merit or substance or truth whatsoever in the purported claim as filed by the claimant. The management hereby denies each and every allegation and averment made by the claimant vide the statement of claim as being false and frivolous. Unless specifically admitted by the management each averment made by the claimant is hereby denied. Before proceeding to reply on merits it is necessary to set out the facts on the case in brief.

The claimant, Shri Bijender Pal Singh was appointed as a Security Assistant as a probationer. The claimant was issued an appointment letter dated 13-1-2000 wherein it was categorically stated that he was appointed on probation for a period of six months. However, since the performance of the claimant during the probationary period was not found to be satisfactory and in order to afford him full opportunity to improve himself, the probation period of the claimant was further extended for a period of three months w.e.f. 17-7-2000 to 16-10-2000. Further, unfortunately the claimant was not able to improve his performance and hence was not found suitable for employment even after the completion of the extended period of probation. Since the claimant was not found suitable for employment, his probationary employment was terminated on 16-10-2000 itself. It would, thus, be seen that the termination of the employment of the claimant is legal as well as justified and the same does not meet any inquiry much less under the present proceedings.

That in any case any comparison drawn to other employees is irrelevant to the present proceedings inasmuch as the services of the claimant were terminated during the period of probation since he was not found suitable for service.

However, be it suffice to state that since the claimant was not found suitable in service, his services were terminated w.e.f. 16-10-2000 on the expiry of the extended period of probation.

The workman applicant has filed rejoinder. In his rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record.

It was submitted from the side of the workman applicant that he was given appointment to the post of Security Assistant w.e.f. 15-1-2000 on a gross salary of Rs. 5,000 (Rs. Five Thousand). This appointment letter was given on probation for a period of six months. The workman was not confirmed on the post. His period of probation was extended for a period of three months. He was not confirmed and relieved from duty on 16-10-2000.

It was submitted from the side of the workman that his termination is mala fide. He served the Indian Airforce for about 21 years and his conduct and behaviour was found good, extraordinary and exemplary. He got letter of appreciation and commendations from the authorities of Airport. The BCAS found him very prompt and sincere and the witness Shri Shyam Chand has proved Exhibit WW2/1. During the inspection of BCAS the workman apprehended a demi-passenger. The BCAS has also praised him. It was submitted that the workman was found quite efficient and hard working by the BCAS and the Air Force whereas Shri Laxman Chand, Asstt. Manager, Security and Lieutenant Colonel Shri R. P. Sehgal, Area Manager, Security found his services unsatisfactory.

It was further submitted that the authorities were bent upon to remove the workman so they gave false report regarding the work and conduct of the workman. The management removed him on the basis of false report submitted by the Supervisors.

My attention was drawn to 2000 LLR 473. The Hon'ble Apex Court has held that in case order is ex-facie stigmatic and punitive the probationer is entitled to opportunity of hearing. In this case the probationer was removed on the ground of administrative as well as technical inability after a period of two years. In the instant case the services of the workman have been found unsatisfactory by the management on the report of Sr. Officers. In termination letter it has been clearly mentioned that the workman was not found suitable for employment as Security Assistant with the Company. Accordingly as per Clause-V of the appointment letter dated 13-1-2000 he is not confirmed in employment and he has been relieved from his duty w.e.f. 16-10-2000.

It was submitted from the side of the management that the workman has been removed as his services were not found satisfactory and he was not found suitable for employment as Security Assistant.

It was further submitted from the side of the management that the workman was given six months appointment as probation and it was extended for three months. He was issued warning meanwhile but he still did not improve so his services were terminated on the ground of non-suitability to the Company.

It was submitted by the management that the law cited by the workman in LIC case (2000) 2 LLN 47 SC is not applicable in the present case. In that case the services of the probationer were terminated as he failed in the performance of his duties administratively and technically. The Hon'ble Apex Court found such an order ex-facie stigmatic and it was held that such order would not have been passed without holding regular inquiry and giving an opportunity of hearing to the employee. The services of

the probationer was terminated holding that he failed administratively and technically in performing his duties so inquiry was required in order to prove administrative and technical lapses, inability or incapacity of the probationer. When inability or incapacity of a probationer is mentioned in an order of termination of his services it is essential to hold an inquiry.

In the present case the performance of the workman was found not satisfactory. The workman was probationer employed to fill a permanent post and his fitness to the post was under trial and it was to be declared by nonelse but the employer. The probationer is to be measured to the required standard in terms of health, discipline and attendance and this is such a matter which is to be judged by the employer who has to take his services until his age of his superannuation. Such responsibility of ascertaining the suitability of a workman regarding his fitness for the post is to be decided by the employer under whom the workman performs his duties. Such a power cannot be delegated to anyone, not to any Court or any Tribunal. It is the employer who monitors closely the progress of the probationer and his performance during his employment. The employer has his own notions of good and bad, fair and unfair. The order of termination is passed on unsatisfactory performance of the duties of workman. His services have not been terminated for any act of misconduct.

It has been held in (2002) 1 LLN 45, 51 SC as follows :—

"Generally speaking, when a probationer appointed is terminated, it means that the probationer is unfit for the job, whether by reason or misconduct or inaptitude, whatever the language used in the termination order may be. Although, strictly speaking, the stigma is implicit in the termination, a simple termination is not stigmatic. In order to amount to a stigma, the order must be in a language which imputes something over and above the mere unsuitability for the job."

In view of the above law laid down by the Hon'ble Apex Court in case a service of a probationer is terminated on the ground of unsuitability for the job, no stigma is imputed and the order of discharge of service is simple ceter. It has been held in (2002) 3 LLN 580 that in case a probationer was appointed for six months, which was extended by another six months, no hearing was necessary before terminating the services of the probationer as there was no reference of any misconduct in the termination order and hence no stigma can be set to be attached to such termination.

It has been held in (2002) 3 LLN 660 by the Hon'ble Delhi High Court that termination of the services of a probationer on the ground that his performance was not upto the expectation was not ex-facie stigmatic.

It was submitted from the workman that he has performed 21 years exemplary service in the Air Force and he apprehended a demi-passenger of the BCAS when he was trying to sneak into the Aircraft of the management. This matter has not been considered by the management.

It was submitted that he may have a good performance in the Air Force and he may have apprehended demi-passenger of the BCAS the legal position is that the object of probation is to test the suitability of the person appointed, if the appointing authority finds the candidate not suitable the employer certainly has power to terminate the services of the probationer.

It was submitted that in this case no right to employment has accrued to the probationer. He was appointed on six months probation and it was extended for three months further. It was found that his performance was not satisfactory, his services were terminated and he was not confirmed on the post. It has been held by the Hon'ble Supreme Court in 1996 11 CLR 511 that in case the appointing authority finds that the candidate was not suitable it has certainly power to terminate the services of the probationer.

In AIR 1971 SC 1811 it has been held by the Hon'ble Supreme Court that the suitability of an employee did not depend merely on the excellence or proficiency in work. Many factors entered into consideration and a particular attitude or tendency displayed by the employee will influence the decision of the confirming authority while judging his suitability or fitness for confirmation.

The workman may have excellent performance in the Air Force but his performance is to be assessed by the management considering his overall performance. The management did not find his performance satisfactory and it is the sole discretion of the management to assess the performance and suitability of the probationer. The discretion vests with the management and in case he has been found on the basis of inadequacy for the job or for any temperament or other object not involving moral turpitude, unsuitable for the job, the employer can discharge him.

In 1993 (1) LLJ 410 SC the Hon'ble Supreme Court held that "In order that an incompetent or inefficient servant was not foisted upon him because the charge or incompetence or inefficiency was easy to make but difficult to prove, concept of probation was devised. To guard against errors of human judgment in selecting suitable personnel for service, the new recruit was put on test for a period before he was absorbed in service or got a right to the post. Period of probation gave a sort of locus paenitentiae to the employer to observe work, ability, efficiency, seniority and competence of the servant and if he was found not suitable for the post, the master reserved a right to dispense with his service without anything more during or at the end of the prescribed period which was styled as period of probation."

It has been further observed that the power to put the employee on probation for watching his performance and the period during which the performance was to be observed was the prerogative of the employer."

In view of the several judgments cited above it becomes quite obvious that in case there is right to service the order can be assailed. In the instant case no right to service accrued as the workman was appointed on probation of six months and his probation was further extended to three months and at the expiry of the second probation his services have been terminated.

The next point to be considered is whether the order is stigmatic. It has been held by the Hon'ble Apex Court in 2002 LLR 113 SC that the order of termination passed on nonsuitability of probationer is not stigmatic. Thus, in the instant case the order is not stigmatic and the probationer has not achieved any right to his post. His services have been validly terminated by the employer. The workman is not entitled to claim any relief against the termination of service.

The reference is replied thus :—

The action of the management of M/s. Jet Airways (India) Limited, New Delhi in terminating the services of Shri Bijender Pal Yadav, Ex. Security Assistant w.e.f. 16-10-2000 is just, fair and legal. The workman applicant is not entitled to get any relief as prayed for.

Award is given accordingly.

Date : 29-8-2006.

R. N. RAI, Presiding Officer

नई दिल्ली, 1 सितम्बर, 2006

का. आ. 3878. — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सहारा एअर लाइंस लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नई दिल्ली-I के पंचाट (संदर्भ संख्या 26/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-8-2006 को प्राप्त हुआ था।

[सं. एल-11012/7/2002-आई आर (सी-1)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 1st September, 2006

S.O. 3878.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 26/2002) of the Central Government Industrial Tribunal-cum-Labour Court, New Delhi-I as shown in the Annexure in the Industrial Dispute between the management of Sahara Airlines Ltd. and their workmen, which was received by the Central Government on 31-8-2006.

[No. L-11012/7/2002-IR (C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE**BEFORE SHRI SANT SINGH BAL, PRESIDING
OFFICER, CENTRAL GOVT. INDUSTRIAL
TRIBUNAL NO. 1, NEW DELHI****I.D. No. 26/2002****In the matter of dispute between :**

Shri Charles Francis s/o Ambrose Francis,
Loader through Delhi Mazdoor Sangthan,
B.E. 360, Lane I, Hari Nagar, New Delhi,
Resident of F 169/4, Sadh Nagar Part II,
Palam Colony, New Delhi-45. ... Workman

Versus

Commercial Prabadhan,
Sahara Airlines Limited,
Seventh Floor,
Ambadeep Building,
14, K.G. Marg,
New Delhi.

Station Manager,
Sahara Airlines Limited,
Palam Airport,
New Delhi 37. ... Management

APPEARANCES :

Workman in person.
Shri M.K. Mitra Consultant H.R.D. and
Shri S.N. Shukla Consultant legal for the
Mgt./respondent.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-11012/7/2002-I.R. (C-1) dated 10-4-2002 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the Sahara Airlines Limited 7th floor Ambadeep Building, 14, K.G. Marg, New Delhi and The Station Manager Sahara Airlines Ltd. Palam Airport, New Delhi is justified, valid and reasonable in stopping Shri Charles Francis, Ex-Loader from services w.e.f. 19-10-2000 and treating as resigned on the basis of Allred Resignation letter dt. 19-10-2000 ? If not to what relief is the workman entitled ?"

2. Brief facts of this case as culled from record are that the claimant workman Shri Charles Francis joined service of the respondent management as regular and permanent loader and his last drawn pay scale was Rs. 965 per month. He had unblemished record of service to his credit. His service has been terminated w.e.f. 22-10-2000 without any reason verbally on 22-10-2000. His termination is illegal and void and not maintainable under the law and is against the principles of natural justice. He is unemployed since 22-10-2000. He raised the dispute. He approached

the Assistant Labour Commissioner for conciliation, conciliation proceeding resulted in failure culminating in the reference. In view of the above facts the workman requested to be reinstated in service with full back wages and consequential benefits under the provisions of the I.D. Act.

3. The claim has been contested by the respondent management raising preliminary objections inter alia that reference is bad in law being stereo-type and has been made in a mechanical and crittical manner and that the representation made through Delhi Mazdoor Sangathan is illegal and the espousal of his disputes by the said union is not proper and legal, that the dispute raised by the workman does not come within the ambit of the I.D. Act. That the workman resigned of his own free will on the ground of illness from service vide resignation letter dated 19-10-2000 and thereafter he illegally raised this dispute by suppressing facts.

4. On merits facts of the employment of the workman as mentioned in the claim statement have not been disputed. It is stated that the claimant has resigned of his own free will as mentioned above and he is, therefore, precluded from raising the dispute and as such the present reference is not maintainable under the provisions of laws in view of the said facts.

5. The case was fixed for 23-8-06 for settlement but both the workman and Shri M.K. Mitra with Shri S.N. Shukla for the management informed the court that the matter has been settled and file was taken up today i.e. on 22-8-06 on the motion of application by the workman and A/R for the management. Workman made his statement on oath stating that the settlement has been arrived at between the management and the workman and A/R for the management Shri M.K. Mitra Consultant offered to make their respective statement. Their statements were recorded. Workman stated that he has settled his entire disputes in lieu of Rs. 2,00,808 details of which are mentioned in settlement/compromise Ex. WW1/A. He has also gone through the contents of settlement/compromise and understood the same and have compromised the entire claim in dispute in this case on his own free will without any coercion. I also made queries from the workman in the presence of Shri S.N. Shukla Advocate A/R for the management and from the statement of the workman as well as of the legal consultant Mr. Mitra, I am satisfied that the workman has settled the entire disputes under reference with the management in terms of settlement. Ex.M1 Mr. M.K. Mitra legal consultant filed his authority letter. His statement was also recorded to the effect that he has compromised/ settled entire claim of the workman in dispute under reference in this case vide memo of settlement Ex. M1/1 which contains entire terms of settlement between the workman and the management and workman has accepted the settlement of his own free will. The workman has

received the amount of Rs. 2,00,808 through four cheques No. 826696 dated 17-8-2006 amounting to Rs. 57084 as Provident Fund dues, (2) Cheque No. 829395 dated 17-8-2006 amounting to Rs. 9547 towards gratuity, (3) Cheque No. 612993 dated 10-8-2006 amounting to Rs. 4351 (4) Cheque No. 612992 dated 10-8-2006 amounting to Rs. 1,23,970 as a mark of goodwill and gesture, (5) A cash amount of Rs. 881 being proportionate bonus for the accounting year 2000-2001 to be paid in cash. And he also requested to dispose of this reference. Workman also requested to record a "No Dispute Award" Photo copies of the cheques have been placed on record as Ex. M 2 to M5. The workman has accepted the cheques. In view of the statement of both the A/Rs. of the management and the workman I am satisfied that the claims in dispute of the workman in reference stands settled vide memo of settlement Ex. M1 and No. Dispute Award is passed accordingly. File be consigned to record room.

Dated : 22-8-06 S.S. BAL, Presiding Officer

नई दिल्ली, 4 सितम्बर, 2006

का. आ. 3879.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूको बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर (उ. प्र.) के पंचाट (संदर्भ संख्या 66/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-9-2006 को प्राप्त हुआ था।

[सं. एल-12012/62/2002-आई आर (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 4th September, 2006

S.O. 3879.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 66/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur (U.P.), as shown in the Annexure in the Industrial Dispute between the management of UCO Bank and their workmen, which was received by the Central Government on 1-9-2006.

[No. L-12012/62/2002-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE SHRI SURESH CHANDRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR, U.P.

Industrial Dispute No. 66 of 2003

In the matter of dispute between :

Shri Rajesh Kumar Diwakar
S/o Sh. Ram Chandra Diwakar,
R/o 117/777 N Block Chamera Puliya,
Tulsi Nagar, Kanpur

And

**The Regional Manager,
UCO Bank,
Regional Office,
23 Vidhan Sabha Marg,
Lucknow**

AWARD

1. Central Government, Ministry of Labour, New Delhi vide Notification No. L-12012/62/2002/IR. (B-II) dated 21-8-02 has referred the following dispute for adjudication to this tribunal :

"Whether any employer employee relationship exists between the UCO Bank and Shri Rajesh Kumar Diwakar ? If yes, whether the action of the management in terminating the services of the said workman w.e.f. 1-6-01 is legal and justified ? If not what relief workman is entitled for ?"

2. The case as set up by the workman in his statement of claim is that he was appointed by the opposite party bank on 7-12-99 at its Armapore Branch Kanpur, at the post of Cash Van Driver on a consolidated salary of Rs. 1800 per month. It is the further case of the workman that he was provided with the dress by the opposite party bank including Billa, including Travelling Allowance and Dearness Allowance etc. He was appointed on temporary basis against regular and permanent post of driver. The applicant has continuously worked without any break upto 31-5-01 and that his services has been dispensed with orally w.e.f. 1-6-01 without any reasonable cause. The applicant has not been given any show cause, chargesheet and no enquiry has ever been initiated or pending against him. The work and conduct of the workman have always been satisfactory to his superior officers and no complaint has not ever been made against the applicant by anybody else. That at the time of termination of service of the applicant he has not been given any notice as provided under the provisions of Shastri Award enforced in the banks and no retrenchment compensation or retrenchment notice has been given to the applicant, therefore, the provisions of Section 25F of the Industrial Disputes Act have been violated. It has further been alleged by the workman that at bank's Bellanganj Branch in District Agra, including the branch where the worker was appointed vacancy of cash van driver is existing. The applicant has worked with the opposite party bank as cash van driver for more than 240 days without any break, therefore, the termination of the services of the workman is illegal, bad in law and is against the provisions of natural justice as well as against the provisions of Section 25F of Industrial Disputes Act, 1947. It has also been alleged that the opp. party bank has also breached the provisions of Section 25G and 26H of Industrial Disputes Act, 1947. On the basis of aforesaid pleadings, it has been prayed by the workman that the action of the management be set aside by which it has terminated the services of the workman w.e.f. 1-6-01 as the

same is wholly illegal and bad in law. Workman has also prayed that he be reinstated in the services of the bank at the post of cash van driver with full back wages, continuity of service and with all consequential benefits.

3. The claim of the workman has been contested by the opposite party bank on variety of grounds inter alia, alleging therein that the workman was never appointed by the bank and accordingly there was no relationship of master and servant between the parties therefore question of terminating the services of the workman under the facts and circumstances of the case does not arise at all, therefore, reference order is bad in law. Opposite party bank has further alleged that the workman was the personal driver of the then Senior Manager Mr. U.S. Wahi who was working with bank's Armapore Branch at Kanpur. Remuneration of personal drivers are determined by the officer who keeps him. It has also been alleged by the opposite party that the then Sr. Manager of the said branch had ever appointed the workman as cash van driver on temporary basis as alleged by the workman. Sr. Manager was not competent to appoint the workman as driver on temporary or permanent basis. Since the Sr. Manager of the bank by name Mr. U.S. Wahi retired from the services of the bank on 31-5-06, therefore, if the worker's services were disengaged the same cannot be termed to be termination of the services of the workman w.e.f. 1-6-01. As the workman was never the employee of the bank, therefore question of giving him any show cause notice, chargesheet or notice pay does not arise. The provisions of Sec. 25F of the Act are not applicable in the case of the workman. Likewise provisions of Sashtri Award cannot be attracted in the case of the workman. Bank has admitted the fact that the Armapore Branch at Kanpur and Bellanganj Branch at Agra are currency chest branches of the bank and the post of permanent cash van driver existed at both branches on account of retirement of permanent cash van drivers. The opposite party bank has denied the applicability of the provisions of Section 25G and 25H of the Act. On the basis of above it has been alleged that the claim of the worker is highly misleading and misconceived, therefore, the same is devoid of merit and therefore be rejected.

4. Workman has filed rejoinder but nothing new has been alleged therein except reiteration of the facts as has been pleaded by him in his statement of claim.

5. In support of their respective cases contesting parties have led oral evidence. Whereas workman has examined himself as W.W.1 opposite party bank has examined Sri U.S. Wahi, the then Sr. Manager of the branch as M.W.1.

6. A bare perusal of reference order would go to indicate the fact that it runs into two parts. So far first part is concerned is that whether any employer-employee relationship exists between the UCO Bank and the workman.

7. On the above issue the sole testimony is of the workman. Workman in his examination-in-chief has stated on oath that he was appointed at the post of cash van driver by the opposite party bank on 7-12-99. It has been admitted by the workman that no appointment letter was issued to him by the opposite party bank. It has also been admitted by the workman that he used to drive the bank's cash van No. UP-32-2075. He also admitted that he used to carry cash through this van at different branches of the bank in the city as well as outstation like Jhansi, Bangarmau etc. He also admitted two armed guards also used to accompany the cash van of the bank. He also used to fill up the log book in his own hand writing photocopies of which has been filed by him on the record and the original of the same are lying in the bank. Bank also used to provide him dress, batch. It has also been admitted by the workman that he was paid Rs. 1800 per month as salary by the bank and worked at the post upto 31-5-01. Workman has also admitted that he worked more than 240 days of continuous service in the bank. Workman has also stated that bank had not provided any car to the then Sr. Branch Manager for his personal use nor there was any other vehicle in the branch. Workman has also admitted that bank used to pay him T.A. and D.A. It has also been stated by the workman that on 17-5-01 he was sent to Jhansi by the bank and the then currency chest officer also accompanied with him and bank had issued a letter wherein officers of the bank have verified his signatures, showing him to be the driver of the bank. Workman has further stated that whenever he used to be on outstation on bank's work, bank used to issue him letters showing him to be the driver of the bank.

8. In his cross examination witness has admitted the fact that he moved an application in the bank for appointment before the then Manager Mr. Wahi. Witness admitted that Sri Wahi was the Sr. Manager who appointed him. Witness also admitted the fact that the then Manager retired w.e.f. 31-5-01. Worker stated that he was not required to sign the attendance register. He also admitted that he was not paid bonus, leave encashment. He was not paid his wages through Manager. During the period workman was working no permanent driver was in the bank. Witness also admitted that when he was appointed in the bank new van was purchased by the bank.

9. Workman has filed 11 documents per list dated 4-2-05 in support of his case. Document No. 1 is the log book of vehicle No. UP 32-Z-2075 for the period 7-12-99 to May 2000. Document No. 11 is the letter dated 17-5-2001 addressed to the Manager UCO Bank which indicate that the workman was working with the bank as driver and this fact has also been verified by the currency chest officer.

10. Opposite party bank in support of their case has examined its witness Sri U.S. Wahi, MW1 the then senior manager who admitted the fact that during the period 1999 to 31-5-2001 he remained posted as senior manager at bank's

Armapore Branch at Kanpur. Bank has provided official jeep for the use of the branch which was numbered as UP 32-Z-2075. M.W.1 admitted that he was authorised to appoint a personal driver to drive the vehicle. Witness in his examination-in-chief has further admitted that the workman was appointed to drive the vehicle and he was paid his wages at Rs. 1800 per month which was reimbursed to him by the bank. In his cross examination witness has admitted that he received a letter for appointing a driver which is with the branch. Witness also admitted that there was provision for providing vardi to the driver.

11. From the overall appreciation of the above evidence of the parties it stands established that the workman was engaged as Cash Van Driver by the opposite party bank through its Sr. Manager Mr. U.S. Wahi to drive the cash van of the branch. The management witness has also confirmed the fact that he was authorised to appoint cash van driver. This fact further finds support from document dated 17-5-2001 which is a correspondence between the Branch Manager of Armapore Branch, Kanpur, with Jhansi branch of the bank which is clearly indicative of the fact that the workman was working with the branch as Cash Van Driver. In this way the evidence and case of the workman that he was appointed by the opposite party bank as cash van driver remains uncontroverted.

12. The representative for the workman has placed reliance on the law cited by the Hon'ble Supreme Court of India in the case of Bank of Baroda Vs. Ghemar Bhai Harjibhai Rabari reported in 2005 (105) FIR in which the Hon'ble Court has held that while there is no doubt in law that the burden of proof that a claimant was in the employment of a management, primarily lies on the workman who claims to be a workman. The degree of such proof so required, would vary from case to case. In the instant case, the workman has established the fact which, of course, has not been denied by the bank, that he did work as a driver of the car belonging to the bank, during the relevant period which come to more than 240 days of work.

13. On the strength of above law it has been argued by the authorised representative for the workman that from the evidence of the management witnesses there remains no doubt about the fact that the workman was appointed as a cash van driver of the bank whereas on the contrary it has been denied by the opposite party bank that the workman was ever appointed as driver of the bank or there exist any relationship of master and servant between the bank and the workman Rajesh Kumar Diwakar.

14. The arguments of the authorised representative cannot be accepted in view of clear admission of management representative that the workman was appointed by him on 7-12-99 as cash van driver at bank's Armapore Branch, Kanpur to perform the work of driver. Workman has been successfully able to prove his case that he was appointed as a driver on monthly wages of

Rs. 1800 and that there exists relationship of master and servant or employer and employee between the opposite party bank and the workman. Opposite party bank has not adduced any documentary evidence in support of their case except examining its witness Sri U.S. Wahi who too has supported the case of the workman instead of supporting the case of the opposite party bank. Under these circumstances the tribunal has no hesitation in believing the case of the workman and holding that there existed relationship of master and servant between the opposite party bank and the workman. This further finds support from the law cited above.

15. The representative for the opposite party bank has placed reliance on the law laid down by the Hon'ble High Court, Allahabad, reported in 1998 (79) FLR page 880 in which it has been held by the Hon'ble High Court that driver engaged by Regional Manager for driving the car provided to Regional Manager will not bring him within the definition of workman. With due respect it may be submitted that the law cited by the management is distinguishable on facts and law. In the case cited by the opposite party bank claimant was admittedly appointed or engaged as driver of the car provided to the regional manager of the bank but in the case in hand it is not so. From the facts of the present case it has been established that the engagement of the workman was to drive the cash van of the branch. Therefore, the law cited by the opposite party bank is of no help to them.

16. The next question for determination which arises is as to whether the termination of the services of the workman w.e.f. 1-6-2001 is legal and justified.

17. It is the specific case of the workman that during the period 7-12-99 to 31-5-2001 he had worked with the bank as cash van driver continuously and had also worked for more than 240 days without any break. This fact has also been confirmed by the workman in his evidence. He was not confronted on this point by the authorised representative for the opposite party nor even any suggestion was put in this regard by the auth. repr. for the bank. Thus the evidence of the workman that he continuously worked for more than 240 days during the period 7-12-99 to 31-5-2001 stands un rebutted. Under these circumstances taking into consideration the un rebutted evidence of the workman it is held that the workman had worked continuously for more than 240 days during the above period. It has also come in evidence of the workman that he was not paid any notice, notice pay or retrenchment compensation before or at the time of termination of his services. Thus it stands proved that the management have breached the provisions of Section 25-F I.D. Act, 1947.

18. Having recorded at the conclusion that there existed relationship of employer and employee between the opposite party bank and the workman it has to be concluded whether the employer's action in terminating the services of the workman amounts to retrenchment or

not. On the basis of the evidence on record it is clearly proved that the workman worked for more than 240 days of continuous service during the period from 7-12-99 to 31-5-2001 as driver of cash van provided to the Armapore Branch of the bank at Kanpur. Admittedly the worker was not paid any notice of termination of service nor any payment made in lieu of the notice of termination. It is also proved from the evidence on record that the workman was paid no retrenchment compensation as required under Section 25-F of Industrial Disputes Act, 1947. Thus the termination of the workman amounts to retrenchment as defined under Section 2(oo) of Industrial Disputes Act, 1947. The resultant effect of the act of the management would entitle the workman to be reinstated in service of the bank at the post of driver of Cash Van. It is also not the case of the management that the workman worked on daily wages or on casual basis. Instead the workman worked at the post of driver of cash van of the branch which is of a permanent nature and the vacancy of clear nature for which the management has authorised the manager to appoint the workman. It does not change the nature of the work taken by the management with the workman for which management require to pay the wages to the workman and the same would be reimbursed by the management to the manager. In other words it appears that the management has opted a new device to refuse the employment to the workman by taking a plea of personal driver which is nothing but a camouflage to refuse the employment. Therefore, the action of the management amounts to arbitrary and illegal practice against the workman.

19. For the reasons and discussions made above, it is held that there existed relationship of employer and employee between the opposite party bank and the workman. It is further held that the action of the management bank in terminating the services of the workman w.e.f. 1-6-2001 is neither legal nor justified. The workman, therefore, is entitled to be reinstated in the services of the bank at the post of Cash Van Driver at its Armapore Branch, Kanpur with full back wages and all consequential benefits attached with the post.

20. Reference is answered accordingly in favour of the workman and against the opposite party management bank.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 5 सितम्बर, 2006

का. आ. 3880.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिन्दुस्तान आर्गेनिक केमिकल लिमिटेड के प्रबंधन के संबंध में निर्यातकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, मुंबई के पंचाट (संदर्भ संख्या 52/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-9-2006 को प्राप्त हुआ था।

[सं. एल-42012/269/2003-आई आर (सी-II)]

अजय कुमार गौड़, डैस्क अधिकारी

New Delhi, the 5th September, 2006

S.O. 3880.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 52/2004) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1, Mumbai as shown in the Annexure in the Industrial Dispute between the Employers in relation of the management of Hindustan Organic Chemicals Limited and their workmen, which was received by the Central Government on 4-9-2006.

[No. L-42012/269/2003-IR (C-II)]
AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

Present :

Justice Ghanshyam Dass, Presiding Officer

Reference No. CGIT 52 of 2004

Parties :

Employers in relation to the management of
Hindustan Organic Chemicals Ltd.

AND

Their workmen.

APPEARANCES:

For the Management : Mr. P.D. Pote, Manager
(Personnel)

For the Patalganga : Ms. R. Todankar, Adv.,
Rasayani Kamgar Shri S. G. Mundhe, Genl.
Sangathan Secretary

For Navin Posari : Shri P.K. Raveendranathan, Adv.
Vasahat Majdoor
Co-op. Soc. Ltd.

State : Maharashtra

Mumbai, dated 18th day of August, 2006.

AWARD

1. This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section 1 of Section 10 of the Industrial Disputes Act, 1947 (the Act for short) vide Government of India, Ministry of Labour, New Delhi Order No. L-42012/269/2003 IR (C-II) dated 8-6-2004. The terms of reference given in the schedule are as follows:

"Whether the contract between Hindustan Organic Chemicals Limited and contractor is a sham and

bogus and is camouflage to deprive the concerned employees of the benefits available to permanent workmen of the Hindustan Organic Chemical Limited ?”

2. “Whether the concerned 172 workmen as per list enclosed should be declared as permanent workmen of M/s. Hindustan Organic Chemicals Limited ?”

2. The Employees filed the Statement of claim on 30/7/2004 in support of their contentions raised under the reference and the Employer in relation to the Management of Hindustan Organic Chemicals Ltd. filed its written statement on 3-9-2004 to rebut the contentions of the workman.

3. It appears that the parties have settled down their dispute by means of a Memorandum of Settlement which has been reduced into writing having clear terms and conditions of agreement. It is duly signed by so many persons in different capacity. The xerox copy of memorandum of settlement has been filed before me along with an application moved by the parties through their authorized representatives i.e. through Mr. S.G. Munde, General Secretary, Patalganga Rasayani Kamgar Sanghathana, Rasayani, Mumbai for the workmen and Mr. P.D. Pole Manager (Personnel) Hindustan Organic Chemicals Limited, Rasayani. The parties have requested that the Award may be passed in terms of the Memorandum of Settlement.

4. Having gone through the record, I find that the parties have come to a valid settlement which is better to maintain Industrial peace and harmony amongst the parties.

5. Hence, the Award is made in terms of Memorandum of Settlement as agreed to by the parties, as prayed for by them.

Justice GHANSHYAM DASS, Presiding Officer

नई दिल्ली, 6 सितम्बर, 2006

का. आ. 3881.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बेसिक केमिकल्स फार्मास्यूटिकल्स एण्ड कास्मेटिक्स एक्सपोर्ट प्रमोशन काउन्सिल के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, मुम्बई के पंचाट (संदर्भ संख्या CGIT-2/85/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-9-2006 को प्राप्त हुआ था।

[सं. एल-42012/7/2000-आई आर (सी-II)]

अजय कुमार गौड़, डैस्क अधिकारी

New Delhi, the 6th September, 2006

S.O. 3881.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT-

2/85/2001) of the Central Government Industrial Tribunal-Labour Court, No. 2, Mumbai as shown in the Annexure in the Industrial Dispute between the Employers in relation to the management of Basic Chemicals Pharmaceuticals & Cosmetics Export Promotion Council and their workmen, which was received by the Central Government on 5-9-2006.

[No. L-42012/7/2000-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 11, MUMBAI

Present :

A.A. Lad, Presiding Officer

Reference No. CGIT-2/85 of 2001

Employer in relation to the management of Basic Chemicals, Pharmaceuticals & Cosmetic Export Promotion Council

Additional Executive Director (HRD),
Basic Chemicals Pharmaceuticals &
Cosmetic Export Council,
Jhansi Castle, 4th floor,
7, Cooperage Road,
Mumbai-400 039.

AND

Their workmen
Shri Freddy Pereira,
Ganesh Apartment, 204/B,
2nd floor, Nile More,
Nalasopara (West),
District Thane.

APPEARANCES:

For the Employer : Shri S.V. Alva, Advocate.

For the Workmen : Ms. V.P. Vaidya & Mr. Umesh Nabar, Advocates.

Date of reserving Award : 13th June, 2006.

Date of Passing of Award : 29th June, 2006.

AWARD

The matrix of the facts as culled out from the proceeding are as under :

1. This reference was sent by the Desk Officer to the Government of India, Ministry of Labour, by its Order No. L-42012/7/2000-IR (C-II) dated 15th June, 2001 in exercise of powers conferred by Clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947, to this Tribunal for adjudication :

“Whether the action of the management of Basic Chemicals, Pharmaceutical and Cosmetics Export

Promotion Council, Mumbai in retrenching the workman Sh. Freddy Periera, Staff Driver w.e.f. 19-6-2000 is legal and justified? If not, to what relief, Sh. Freddy Periera, Ex. Staff Car Driver is entitled?

2. To substantiate the subject matter referred in the Schedule 2nd Party, Freddy Pereira filed Statement of Claim at Exhibit 7, in support of it and made out a case that, he joined services of the 1st Party from 22nd march, 1989 as a temporary Staff Car Driver. Initially his appointment was from 22nd march, 1989 to 21st June, 1989. Thereafter he was given break of 3 days and was reappointed from 26th June, 1989 to 31st march, 1999 on consolidated salary basis. According to 2nd party Workman though he was appointed on consolidated salary basis he was awarded all benefits available to all other staff members of the 1st Party. Then he was appointed in permanent cadre as Staff Car Driver from 1st April, 1992 in regular pay scale. According to him his services were clean and unblemish and he worked with 1st Party honestly. During the entire period of his services with the 1st Party he worked to the utmost satisfaction of his superiors. He was posted on permanent post. At the time of joining of the 2nd Party, 1st Party was using old Ambassador Car which was driven by the 2nd Party. Then in 1995 1st Party decided to dispose of the said old Ambassador Car and purchase new Maruti Esteem car. The said proposal was pending with the Ministry of Commerce. The condition to sell old car was after 10 years of its purchase and/or after it has run about 1,00,000 kms. However, the car which was sold have run only for 45,661 ks. Still it decided to sell said staff car and created problem of no work for 2nd Party Workman. Even retrenchment compensation, while asking 2nd Party not to report on duty due to lack of work i.e. due to non-availability of the staff car, it was not offered to him, the compensation paid calculated and paid to him was not just and proper and on that count also his termination is illegal and cannot be upheld and the retrenchment given to 2nd Party Workman with effect from 19th June, 2000 requires to be set aside with directions to reinstate him with benefit of continuity in service as alternative work was not offered though demanded by the 2nd Party. 2nd Party was demanding work of Class IV category which was available to it. So by not complying with all these things retrenchment given to him is illegal and is required to be provoked by this tribunal.

3. This prayer of the 2nd Party is disputed by the 1st Party by filing written statement at Exhibit 11 stating that 1st Party is an autonomous body and it works for Council. 2nd Party was appointed in permanent vacancy only with effect from 1st April, 1992 and from that date only 6 he is entitled to get benefits to count his service period for all purposes. Prior to that he was casual employee and cannot take benefit of that service to count his employment with the 1st Party. According to 1st Party all dues were paid to him. Since work was not available he was

asked not to report on duty. The vehicle driven by the 2nd Party was disposed of which no left work for the 2nd Party. It is denied that he worked sincerely and honestly with the 1st Party. Since 2nd Party has not rendered services continuously prior to 31st March, 1992 he cannot claim benefit of it. It is stated that since 2nd Party was Driver no other work could be provided to him. It is denied that he was ready to work in Class IV category. He never gave such an offer to 1st Party. It is stated that 2nd Party is in gainful employment and cannot demand back wages. So it is submitted that reference sent be rejected.

4. In view of the above pleadings my Ld Predecessor framed Issues at Exhibit 13 which I answer as follows :

Issues	Findings
1. Whether Union proves that Pereira Worked continuously for more than 240 days with the management ?	Yes
2. Whether management complied with the Provisions of Section 25 F of the Industrial Disputes Act ?	No
3. Whether the action of the management of Basic Chemicals, Pharmaceutical & Cosmetics Export Promotion Council, Mumbai in retrenching the workman Sh. Freddy Periera, Staff Car Driver w.e.f. 19-6-2000 is legal and justified ?	No
4. What relief Sh. Periera, Ex-Staff Car Driver is entitled.	As per Order Below.

Reasons :

Issues 1 to 3 :

5. By sending this reference for adjudication the dispute raised by 2nd Party regarding retrenchment given to him with effect from 19th June, 2000 is to see whether it is legal and justified. To support that 1st Party and 2nd Party pleaded as stated above to support their respective cases. Second Party examined himself at Exhibit 15 by way of affidavit and was cross-examined by 1st Party's Advocate. Whereas 1st Party relied on the affidavit of A.B. Ketkar filed at Exhibit 21 who was also cross-examined by 2nd Party's Advocate. They repeated their case in their respective affidavits. In the cross 2nd Party states that, from 1-4-1992 he was working as permanent driver with the 1st Party. He admits that 1st Party had taken decision to dispose of staff car with effect from 26th April, 2000. He admits that, 1st Party has not purchased new car. He states that, he requested management to provide him Class IV work. Whereas 1st Party's witness Ketkar in the cross states that services of 2nd Party from 26th June, 1989 to 31st March 1992 was not counted while offering retrenchment.

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He states that they are hiring vehicles for transport purpose after disposing of the staff car. He admits that no other work was offered to 2nd Party Workman. He states that he has no idea whether 2nd Party Workman shown willingness to do any other work before he was retrenched. On the basis of this 1st Party filed written submissions at Exhibit 24 whereas 2nd Party submitted oral arguments and referred to citations at that time.

6. From the evidence referred above it is clear that the services of the 2nd Party prior to 1st April, 1992 is not considered by 1st Party while offering retrenchment compensation though admittedly 2nd Party was with 1st Party on temporary basis and on daily wages from 22nd March, 1989. It is a matter of record that 1st Party sold out vehicle and it has no work of Driver with it. It is also a matter of record that alternative work was not provided to 2nd Party and witness examined of the 1st Party has no idea regarding that. It means that 1st Party is not denying the case of the 2nd Party that he was ready and willing to do any other work of Class IV. Even though that type of case is made out by the 2nd Party in the affidavit as well as in his cross. Besides it is a matter of record that such alternative work was not provided to 2nd Party.

7. At the time of oral submissions new point is raised by 1st Party's Advocate stating that, State Government is the appropriate Government and not Central Government and this Tribunal has no jurisdiction to decide the reference. It is pertinent to note that, this vital pleading projected, that, too in the oral arguments, does not find place neither in the written statement nor in written submissions submitted by the 1st Party. Even it is not projected in the Issues framed by my Ld. Predecessor. At the same time when reference was argued the LD Advocate for the 1st Party did not bother to see whether issue of jurisdiction is there or not and whether it is under consideration of the Tribunal and Exhibit 13 Issues, Exhibit II and Exhibit 24 written statement and written arguments of the 1st Party does not figure this case of the jurisdiction of the Tribunal and of appropriate Government. So, in my considered view, the same cannot be considered at this stage when both led evidence relying on the Issues framed by my Ld. Predecessor which were framed long back i.e. on 1st August, 2002. Now we are deciding matter in 2006 at the end of June. No care was taken by the 1st Party regarding it.

8. Besides it is tried to point out that 2nd Party cannot claim benefit of temporary service to attract the retrenchment of that period and for that he placed reliance on the citation to say that even at this stage, 1st Party can deposit it and regularize the retrenchment which is legal and proper and for that, he placed reliance on the citation published in 1979 I LLJ p. 41 (Management of Coimbatore Pioneer B. Mills Vs Presiding Officer, Labour Court, Coimbatore and ors.). If we peruse the facts of that case (supra) we find that, in the said case, there was ambiguity

regarding services rendered by the Worker involved in that case and to set right that lacuna, employer expressed willingness to deposit the amount and accordingly that was allowed. But in the instant case there was no ambiguity regarding services rendered by 2nd Party. When there was no ambiguity about the length of services rendered by him, no question arises to give an opportunity to 1st Party to fill the lacuna. On the contrary Apex Court's citation published in AIR 1974, page 1166 (Management of M/s. Willcox Buckwell India Ltd. Vs Jagannath and ors.) laid down that, even temporary period of employee is required to count for the purpose of offering retrenchment compensation. Even citation published in 1992 LAB.I.C. 1362 (Auro Engineering Pvt. Lt., Nashik Vs. R. V. Gadekar) our Hon'ble High Court observed that offering retrenchment compensation is a precondition and it should be offered before effecting retrenchment. Views taken by Rajasthan High Court published in II LLJ. p. 138 while deciding case of Hanuman Singh Vs Municipal Council, Jaipur, reveals that if there is short of the amount of retrenchment compensation such a retrenchment is void. The decision of Andhra Pradesh High Court published in 1990 II LL N p. 954 reveals that offering retrenchment is pre-condition. Non-compliance with those conditions will render retrenchment invalid ab-initio. Even retrenched employee can challenge validity of retrenchment on count of shortage of it. Even similar view is taken by our Hon'ble High Court while deciding petition of Managing Director Vs L. G. Vasule and Anr. in the citation published in 1997 I CLR p. 930 referred by the 1st Party reveals that, at an earliest opportunity such shortage should be deposited on account of doubtful legal situation. So all these views and Section 25(f) of Industrial Disputes Act, 1947 expect from the employer to offer retrenchment compensation before retrenching employee. However, in the instant case it is a matter of record that, legal retrenchment compensation was not offered to 2nd Party and no case is made out. Why 1st Party should be condoned for it.

9. It is an admitted fact that, still 1st Party is denying the alternative work to the 2nd Party and it is not the case of the 1st Party that, it has no work of Class IV employee. 2nd Party has stated that, he is ready and willing to do the work of Class IV employee. He made that offer in the Statement of Claim as well as in the evidence. It is not denied by 1st Party pausing for a moment the 1st Party has no work of Driver still it is not the case of 1st Party that, it has no work of Class IV employee. In general work of the Driver is considered as from the category of Class IV employee and when person like this is ready and willing to work on it, why said opportunity should be deprived? No reason is assigned by 1st Party.

10. So, if we consider all that, coupled with the case made out by both, I conclude that, the retrenchment of 2nd Party Workman with effect from 19th June, 2000 is not just and legal.

11. As far as employment of the 2nd Party is concerned, is not in dispute. It is a matter of record that he had worked with 1st Party in different capacity right from 22nd March, 1989 till he was retrenched i.e. till 19th June, 2000 so definitely that intervening period completes the requirement of 240 days, as projected in Issue No. 1 and admittedly the amount offered by the 1st Party by way of compensation is not as per the provisions. Even alternative work was not provided as per Section 25(f) of the Industrial Disputes Act, 1947. When provisions of Section 25 of Industrial Disputes Act, 1947 are not followed, which one has to follow while retrenching the employee. In my view reference under challenge is not just and proper and requires to be set aside.

12. As far as back wages are concerned, no specific case is made out by either party. 2nd Party only states that, he has no source of income. He has not to the point and able to show what financial crisis he suffered due to the retrenchment. Even it is not the case of the 1st Party that 2nd Party is in the gainful employment and no that type of case is made out by the 1st Party. So in my considered view, in this set of circumstances one has to consider all that while granting back wages.

13. In view of the discussions made above I answer these issues to that effect and pass the following order :

ORDER

- (a) Reference is allowed,
- (b) 1st Party is directed to reinstate 2nd Party Workman on Class IV work and give him benefits of back wages at the rate of 25% from 19th June, 2000 till he is taken in the employment;
- (c) In the circumstances there is no order as to its costs.

Mumbai,

29th June, 2006

A.A. LAD, Presiding Officer

नई दिल्ली, 7 सितम्बर, 2006

का.अ. 3882.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, चंडीगढ़ के पंचाट (संदर्भ संख्या 269/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-9-06 को प्राप्त हुआ था।

[सं. एल-12012/47/98-आई आर (बी-II)]

सी. गंगधरण, अवर सचिव

New Delhi, the 7th September, 2006

S.O. 3882.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 269/98) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Chandigarh as shown in the Annexure, in the Industrial Dispute between the management of Punjab National Bank (North Zone) and their workmen, which was received by the Central Government on 6-9-2006.

[No. L-12012/47/1998-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1, CHANDIGARH

Case No. L.D. 269/98

The President, N. B. I. Employees Union, EG-810-A, Mohalla Gobindgarh, Jalandhar City. ... Applicant

Versus

The Zonal Manager, Punjab National Bank, Z. O., Sector-17-B, Bank Square, Chandigarh-160017. ... Respondent

APPEARANCE:

For the workman : Sh. Bharat Bhushan

For the management : Sh. Vishal Aggarwal

AWARD

Passed on 31-7-06

Central Govt. vide No. L-12012/47/98-IR(B-II) dated 4-12-1998 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Punjab National Bank in treating Smt. Poonam Chugh as voluntarily retired w.e.f. 25-3-96 vide their order dt. 4-4-96 is legal? If not, what relief the said workman is entitled?"

2. In this case only a short point is involved that whether the action of the management of Punjab National Bank in treating Smt. Poonam Chugh as voluntarily retired w.e.f. 15-3-96 vide their order dt. 4-4-96 is legal and justified. Order of terminating Smt. Poonam Chugh was made on 4-4-1996 treating as voluntarily retired w.e.f. 15-3-1996 i.e. 10 days before or as per workman Management was bound to conduct proper enquiry and thereafter could take this action. Both the parties have relied on the same judgments i.e. Syndicate Bank Vs. General Secretary Syndicate Bank and another JT 2000(5) S. C. 243 and D. K. Yadav Vs. JMA Industries 1993(4) SLR. Both parties besides oral arguments have also filed written arguments. In written arguments workman submitted that management has

formed a opinion that the workman is not interested in the job of the Bank, the bank could remove from the service of the bank, such a workman when such a workman will not report for duty and also did not reply to the notice of the bank calling upon such workman to join duty or to submit explanation for absence as provided under the Bipartite Settlement. Workman AR has submitted in written arguments that after delivering a baby, workman was on maternity leave. She developed some problem in back. Workman has sought leave for quite some time on the ground as situation was beyond her control. In such a situation, this view could not have been formed that the workman is not interested to continue the job. A relation of her died during which time the communication between her and the bank had been adversely effected. Since it was socially obligatory for the workman to attend condolences and other social process that takes place and absence from the house on such like ground hardly leaves a scope for the person to attend to the formality of informing the bank of temporarily being away for condolences, lack of communication to mean that the bank can conclude is that the employee was not interested in duties of the bank. The reliance of the bank on the case of Syndicate Bank above, is absolutely called for, there is a variation between the two cases. In the present case, there has been a chain of communication between the workman and the bank where the workman has been informing of the reasons of her absence and seeking leave of absence from the duty. There is no ground for the bank to presume that the workman was not interested in the service of the bank. The decision of the Supreme Court in the above case does say that the principles of natural justice have to be read into the provisions of the clause and enquiry would have been necessary if Dayanand had submitted his explanation which was not acceptable to the bank or contended that he did not report for duty but was not allowed to join by the bank. Assuming for a moment that enquiry was necessitated, evidence led before the Tribunal clearly showed that notice was given to Dayanand and it is he who defaulted and offered no explanation of his absence from duty and did not report for duty, thus the Hon'ble Supreme Court clearly and categorically observed that once the facts are disputed, domestic enquiry becomes absolutely unavoidable. Hon'ble Supreme Court observed that on the basis of principle of natural justice management to act in a just, fair and reasonable manner have to be read in the certified Standing orders which have statutory force and where domestic enquiry was not held or it was vitiated for some reason the Tribunal or court adjudicating it on the basis of evidence and other material on record. Relying on the above judgment the CGIT-I, Delhi in his award dated 18-3-05 directed the management of the PNB to reinstate Shri S. C. Jain with continuity of service with full backwages and the writ petition filed by the management of PNB against this Award was dismissed by the Hon'ble High Court in limine. The workman stood there on the case of Shri S. C. Jain as

observed by the learned presiding officer and confirmed by the Hon'ble High Court, the workman has always been interested in continuing her job and her absence had been reasonably explained as revealed in the evidence before this Tribunal. The conclusion of the bank that the workman was not interested in the job and had voluntarily abandoned her job or ceased her employment was absolutely uncalled for from the facts and circumstances of the case. In *Uptron India Ltd. Vs. Shammi Bhan* 1998(6) SCC 538 the Hon'ble Supreme Court granted relief to the women employee saying that the principle of natural justice must be complied with before invoking voluntary abandonment clause.

3. On the other hand it is submitted in written arguments by the management that clause 17 of the 5th Bipartite Settlement states the circumstances under which an employee is deemed to have voluntarily retired from the service of the bank after following the prescribed procedure thereof. The relevant clause 17 reads as under :

"When an employee absents himself from work for a period of 90 days or more consecutive days, without submitting any application for leave or for its extension or without any leave to his credit or beyond the period of leave sanctioned originally/ subsequently or where there is satisfactory evidence that he has taken up employment in India or when the management is reasonably satisfied that he has no intention of joining duties, the management may at any time thereafter give a notice to the employee at his last known address calling upon him to report for duty within 30 days of the date of notice stating inter alia, the grounds for coming to the conclusion that the employee has no intention of joining duties and furnishing necessary evidence, where available. Unless the employee reports for duty within 30 days of the notice or gives explanation for his absence within the said period of 30 days of the notice or gives an explanation for his absence within the said period of 30 days satisfying the management that he has not taken up another employment or avocation and he has no intention of not joining duties, the employee will be deemed to have voluntarily retired from the bank's service on the expiry of the said notice. In the event of the employee submitting a satisfactory reply, he shall be permitted to report for duty thereafter within 30 days from the date of expiry of the aforesaid notice without prejudice to the bank's right to take any action under the law or rules of service."

4. That it is matter of record that the workman had remained absent unauthorisedly from the bank duties w.e.f. 10-7-1995 to 30-3-1996 i.e. for a period more than eight months continuously despite the fact that no leave was standing to her credit. Moreover, no leave application had been received from her for the period 11-11-1995 to

30-3-1996. Further, no documentary proof i.e. Medical Certificate had been submitted in support of her illness with her application for sanction of leave up to 10-11-1995. The management witness has also confirmed that the workman had not submitted any leave application regarding her absence from duties for the period. She had produced the medical certificate dated 14-5-1996 whereas it is a matter of record that her name had already been struck off from bank's record vide of the Tribunal any certificate.

5. Further the contention of the Mrs. Chugh that she was quite regular in her duties is quite contrary to the factual position. It is a matter of record also that she had remained absent from duties for a pretty long period in as much as she had absented herself and was treated on loss of pay for 363 days up to 15-6-1995 besides availing all kinds of leave.

6. That it is a matter of record that bank after issuing her various letters advising her to report for duties, issued a show cause notice dated 14-2-1996 under para 17 of the aforesaid Settlement advising her to report for duties within 30 days thereof failing which she would be deemed to have voluntarily retired from the service of the bank on the expiry of the said notice. However, the workman failed to report for duty or submit her satisfactory explanation thereof within aforesaid period. Since she had failed to report for duties/submit her satisfactory reply to the show cause notice, her name was struck off from the rolls of bank vide. Orders dated 4-4-1996 i.e. after 30 days of the expiry of the Notice period.

7. That the contention of the workman is that the principles of natural justice have not been observed in the present case and that enquiry into the misconduct has not been conducted, it is to state that the fairness and reasonableness of the aforesaid Clause 17 of the 5th Bipartite Settlement came before the Supreme Court in the case of Syndicate Bank Vs. General Secretary, Syndicate Bank Staff Association and Others wherein the Hon'ble Supreme Court has held as under :

"Now what are the requirement of Principles of Natural Justice which are required to be observed; These are : (1) workman should know the nature of complaint or accusation; (2) an opportunity to state his case, and (3) management should act in good faith which means that the action of the management should be fair, reasonable and just Principles of natural justice are in-built in Clause 16 of the Bipartite Settlement (Presently renumbered as para 17)".

8. Bank had followed the requirements of clause 16 of the Bipartite Settlement i.e. by issuing him notice, giving him opportunity to explain the reasons of his absence or report for duties, under these circumstances it was not necessary for the bank to hold an enquiry before passing the order.

9. Enquiry would have been necessary if the workman had submitted his explanation which was not acceptable to the bank or contended that he had reported for duties but was not allowed to join. Nothing of the like has happened. Assuming for a moment that enquiry was instituted, evidence led before the Tribunal, clearly showed that notice was given to the workman and it is he who defaulted and offered no explanation of his absence from duty and did not report for duty within 30 days of the notice as required in clause 16 of the Bipartite Settlement. Undue reliance on the principles of natural justice by the Tribunal has certainly led to miscarriage of justice as far as bank is concerned.

10. Similar view was taken by the Hon'ble Supreme Court in the case of Punjab and Sind Bank and Others Vs. Sakattar Singh wherein the Court has held as under :

"Under this rule, the employee is given an opportunity to rejoin duty within a stipulated period or explain his position to the satisfaction of the Management that he has no intention of not joining duty, and a presumption will be drawn that the employee does not require the job any more and will stand retired from the service. Thus, there is no punishment for misconduct but only to notice the realities of the situation resulting from long absence of an employee from work with no satisfactory explanation thereto. The principles of natural justice cannot be examined in vacuum without reference to the fact situation arising in the case. This Rule has been incorporated in an agreement where representatives of employees unions were parties. They also realized the futility of continuing a situation when an employee without appropriate intimation to the management is playing truant."

11. That the case of the workman does not fall in the ambit of the word 'Retrenchment' the contract of employment/service conditions are being governed by various Awards as also various settlements which are binding in terms of the provisions of the Industrial Disputes Act and it had been specifically agreed by Management and Unions under which circumstances and after following which procedure the workman will be deemed to have voluntarily retired. The ingredients of the Section have been complied with. It is not a case of retrenchment and no compensation was required to be paid to the workman when he was deemed to have voluntarily retired from bank's service and thus there was no violation of Section 25F of the Industrial Disputes Act, 1947.

12. As per written arguments of the parties, oral arguments, as well as evidence, documents and law referred, I have found that both parties in this case were contesting that management can not treat the workman as not interested in the bank's service and since taking voluntary retirement and that workman should have voluntarily retired

under Bipartite Settlement, the workman has relied on the ground that despite notice for joining within 30 days on 14-2-1996 and despite giving in writing that she will join by 31st March, 1996, she did not join and the management have to issue an order treating workman voluntarily retired from bank service from back date. Only one letter of the management written by Zonal Manager to workman can make the entire facts and law involved very clear. As per Ex. M5 a letter dated 4-4-1996 of the management wherein workman was compulsorily retired w.e.f. 15-3-1996 on 4-4-1996. On further perusal of the letter and its contents as per Ex. M6, one notice dated 14-2-1996 the workman was advised to join duty within 30 days from the date of issue of the letter and also to give explanation of her absence. It is mentioned in this letter which is an order that on 14-3-1996 bank received your letter dated 9-3-1996 wherein you informed that immediately after expiry of your medical leave you will join your duty on 31-3-1996 and that you have sent an application and medical certificate from 10-7-1995 to 30-3-1996 to the Manager Sector 14, Sonapat branch and you did not join the duty, therefore, under clause 17A of the Bipartite Settlement, the workman was voluntary retired w.e.f. 15-3-1996.

13. Here in this situation the contention of the workman are that when at the moment the management has contended that when the workman submitted his application and stating that she will join on 31-3-1996 and she did not join on 31-3-1996 due to some urgency explained and that on 4-4-1996 workman was compulsorily retired from back date, he submitted that in view of the law referred her claim is not maintainable and fails and circumstances of the case of the Hon'ble Supreme Court are different from this case. In that case workman did not inform the management that he will join shortly, the management is, therefore, was bound to hold enquiry and need not to issue order of voluntary retirement on 4-4-1996 retiring her from back date w.e.f. 15-3-1996. When as per the management contentions are that workman did not join on 31-3-1996 despite the undertaking, the management can invoke the provisions of Section 17A of the Bipartite Settlement retiring the workman on the ground that workman is not interested in bank's job.

14. In view of the above submissions and my perusal of evidence and documents, I am of the considered view that in the present case facts and circumstances of this case are totally different from this case referred by the parties of Syndicate Bank Vs. General Secretary Syndicate Bank Staff Association reported in JT 2005(SC) 743 and the facts and circumstances in case 2001(1) C. L. R. 468 SC, Punjab and Sind Bank Vs. Sakattar Singh are fully applicable in the present case. It was held that if the respondent submitted an explanation regarding his unauthorised absence or placed any material before the Court that he did report for duty, but was not allowed to join duty, inquiry may have been necessitated but not otherwise. In this case

the workman defaulted in not offering any explanation regarding his unauthorised absence from duty nor did he place any material to show that he reported for duty within 30 days of notice as required by Clause XVI of IV Bipartite Settlement.

15. In the present case, workman has shown the explanation and that she had informed that she will join on 31-3-1996 and on his joining duty on 31-3-1996, she can not be taken as not interested in the bank's service and she had voluntarily retired from back date w.e.f. 15-3-1996. Accordingly, the management was wrongly treated Smt. Poonam Chugh as voluntarily retired from service from back date w.e.f. 15-3-1996 vide their order dated 4-4-1996 and the order is not legal.

16. As regard back wages, I am of the considered view that in view of the latest law of the Hon'ble Supreme Court that in view of the present economic situation, awarding full back wages is not a good proposition when the workman did not actually worked during all this period and remained also absent for more than 8 months in this case and earlier her past track record is not good, I am of the considered view that the workman is not entitled to any backwages and other financial benefits for the intervening period from the date of absence from duty till reinstatement. The pay shall be fixed as the same which she was drawing on the day of her voluntary retirement on 25-3-1996 in the corresponding revised pay scales as on today. The management is directed to reinstate the workman on the same post with pay fixed as ordered above. The reference is answered accordingly. Central Govt. be informed. File be consigned to record.

Chandigarh.

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 7 सितम्बर, 2006.

का. आ. 3883.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ोदा के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 147/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-9-06 को प्राप्त हुआ था।

[सं. एल-12012/231/98-आई आर (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 7th September, 2006

S.O. 3883.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 147/99) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur, as shown in the Annexure in the Industrial

Dispute between the management of Bank of Baroda, and their workmen, which was received by the Central Government on 6-9-2006.

[No. L-12012/231/1998-IR (B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/147/99

Shri C. M. Singh, Presiding Officer

Smt. Dulari Bai W/o Shri Matadin,
Jhuggi No. 274,
Behind Banganga Youth Hostel,
Bhopal (MP).

Workman

Versus

The Regional Manager,
Bank of Baroda, Regional Office,
228, Zone-I, M. P. Nagar,
Bhopal (MP).

Management

AWARD

Passed on this 25th day of August 06

1. The Government of India, Ministry of Labour vide its Notification No. L-12012/231/98/IR(B-II) dated 26/30-3-99 has referred the following dispute for adjudication by this tribunal :

"Whether the action of the management of Regional Manager, Bank of Baroda in terminating the services of Smt. Dulari Bai W/o Matadin from August, 95 is justified ? If not, to what relief the workman is entitled for ?"

2. After the reference order was received, it was duly registered on 6-4-99 and notices were issued to the parties to file their respective statements of claim. In spite of sufficient service of notice, the workman failed to appear on 9-5-06, the date fixed in the reference case, and to file his statement of claim. Therefore on the above date, the reference proceeded ex parte against the workman. 24-08-2006 was the date fixed for filing WS by the management. On this date, Shri A. K. Shashi, Advocate the learned counsel for the management submitted that the management does not want to contest the case as there is no evidence of the workman for proving his case. The learned counsel requested that the reference be closed. Under the above circumstances, this tribunal was left with no option but to close this reference for award.

3. The onus of proving that the action of management in terminating the services of Smt. Dulari Bai from August, 1995 is not justified was on the workman Smt. Dulari Bai.

But no statement of claim has been filed by the workman. There is no evidence on record of the workman to discharge her above onus. The management also did not contest the reference case.

4. Under the above circumstances, this tribunal is left with no option but to answer the reference order in affirmative in favour of the management and against the workman. Considering the facts and circumstances of the case, I am of the opinion that the parties should bear their own costs of this reference.

5. In view of the above, it is held that the action of the management of Regional Manager, Bank of Baroda in terminating the services of Smt. Dulari Bai W/o Matadin from August, 95 is justified and therefore the workman is not entitled to any relief. The reference is answered accordingly in favour of the management and against the workman. The parties shall bear their own costs of this reference.

6. Copy of the award be sent to the Government of India, Ministry of Labour as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 7 सितम्बर, 2006

को. आ. 3884.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की भाषा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 206/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-9-06 को प्राप्त हुआ था।

[सं. एल-12012/297/1998-आई आर (बी-II)]

सी. गंगाधरन, अपर सचिव

New Delhi, the 7th September, 2006

S.O. 3884.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 206/99) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the management of Bank of India and their workmen, which was received by the Central Government on 6-9-2006.

[No. L-12012/297/1998-IR (B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/206/99

Shri C. M. Singh, Presiding Officer

Shri Pradeep Kumar Verma,
S/o Shri Rameshwar Verma,
H. No. 22, Bhoipura, Peergate,
Bhopal (MP).

... Workman

Versus

The Zonal Manager,
Bank of India,
Zonal Office, MP Zone,
Bank of India Bhawan,
Jail Road, Arera Hills,
Bhopal (MP).

... Management

AWARD

Passed on this 28th day of August 2006

1. The Government of India, Ministry of Labour vide its Notification No. L-12012/297/98-IR(B-II) dated 13-5-99 has referred the following dispute for adjudication by this tribunal :

“Whether the action of the management of Zonal Manager, Bank of India in terminating the services of Shri Pradeep Kumar Verma w.e.f. December 97 is justified ? If not, what relief the workman is entitled for ?”

2. The case of workman Shri Pradeep Kumar Verma in brief is as follows : That he was working as class-IV employee on daily wages from Oct 1990 onwards and remained on duty till December 1997. The nature of work which was done by the workman was of perennial nature. The workman was engaged in the branch of Bank of India, Professor's Colony, Bhopal and he had been receiving remuneration approximately Rs. 1700 per month plus Dearness Allowances plus HRA + CCA. He had become entitled for regularisation and the above demand for regularisation was raised by the Union and therefore the management all of a sudden decided to remove the workman from services. The action of the management in terminating the services of the workman w.e.f. December 1997 is illegal. The workman had worked for more than 240 days in the years 1991, 1992, 1993, 1994, 1995 and 1996. He had also worked in the year 1997 for 186 days. The workman is, therefore, entitled to be reinstated in service with all monetary benefits and consequential relief.

3. The management in order to contest the case filed their Written Statement. Their case in brief is as follows : The workman was never employed by the management and as such there is no question of existence of any industrial dispute between the workman and the management and the case may be dismissed on this ground alone. The workman was never employed by the management in any of its cadre. There is no classification of categories of employees of the management as Class-IV employee. Thus the claim of the workman that he was working as Class-IV employee from October 92 to

December, 97 is contrary to the facts. The workman was never given any salary in view of the fact that his name was not on the muster rolls of any establishment of the management. The workman has never worked continuously for more than 240 days as claimed by him. The number of days of work put in by the workman on casual basis in the establishment of management does not confer on him the right to raise any industrial dispute against the management. In view of the facts that he does not fulfill the criteria of being a workman under Industrial Disputes Act, 1947. The workman is, therefore, not entitled to any relief whatsoever.

4. Vide order dated 10-8-05, the reference proceeded ex parte against the workman. The workman did not adduce any evidence in support of this case. Whereas the management filed affidavit of Shri Mahendra Nandedkar, the then working as Chief Manager in Ujjain for the management.

5. I have heard Shri A. K. Shashi, Advocate for the management and perused the evidence on record.

6. As the workman has not adduced any evidence. He has failed to prove that the action of management in terminating his services w.e.f. December 97 is not justified. Against the above, the case of the management is fully proved from the uncontroverted and unchallenged affidavit of management's witness Shri Mahendra Nandedkar.

7. It is concluded from the above that the reference order should be answered in favour of the management and against the workman. But considering the facts and circumstances of the case, I am of the view that parties should be directed to bear their own costs of this reference.

8. For the reasons given above, the reference is decided in favour of the management and against the workman holding that the action of the management of Zonal Manager, Bank of India in terminating services of Shri P. K. Verma w.e.f. December 97 is justified and consequently the workman is not entitled to any relief. The parties shall bear their own costs of this reference.

9. Copy of the award be sent to the Government of India, Ministry of Labour as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 7 सितम्बर, 2006

का. आ. 3885. — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ौदा के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-2, मुम्बई के पंचाट (संदर्भ संख्या 2/38/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-9-06 को प्राप्त हुआ था।

[सं. एल-12011/61/2003-आई आर (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 7th September, 2006

S.O. 3885.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 2/38/2003) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, Mumbai as shown in the Annexure in the Industrial Dispute between the management of Bank of Baroda and their workmen, received by the Central Government on 6-9-2006.

[No. L-12011/61/2003-IR (B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II, MUMBAI

PRESENT:

A. A. Lad, Presiding Officer.

Reference : CGIT-2/38 of 2003

Employers in relation to the management of Bank of Baroda :

The Deputy General Manager,
Bank of Baroda, Regional Office,
Mumbai Metro South Region,
3, Walchand Hirachand Marg,
Ballard Pier, Mumbai-400038.

AND

Their Workmen.

The Working President,
Bank of Baroda Karamchari Sena,
37, Ganesh Bhavan, Noori Baba Dargah Road,
Near Makhmal Talao, Thane-400601,
(Dilip G. Sawant).

APPEARANCE:

For the Employer : Mr. Lancy D'Souza,
Mr. Saptarshi Ghosh and
Mr. Ramesh Ail, Advocates.

For the Workmen : Mr. Jaiprakash Sawant,
Advocate.

Date of reserving Award : 14th June, 2006

Date of passing of Award : 11th July, 2006

AWARD PART-I

The matrix of the facts as culled out from the proceeding are as under :

1. This reference was sent by the Desk Officer to the Government of India, Ministry of Labour, by its Order No. L-12011/61/2003(IR)B-II dated 18th July, 2003 in exercise of powers conferred by Clause (d) of Sub-section (1) and

Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947, to this Tribunal for adjudication :

"Whether the action of the management of Bank of Baroda, Regional Office, Mumbai Metro South Region, Mumbai, to impose the punishment of reduction by two stages in the scale of pay in respect of Shri D. G. Sawant is justified? If not, what relief the workman, Shri D. G. Sawant is entitled to?"

2. To substantiate the subject matter referred in the Schedule 2nd Party Union filed Statement of Claim at Exhibit 7, in support of it, wherein it contends that concerned workman Shri Dilip G. Sawant, joined 1st Party on 11th March, 1981 as a Cashier-cum-Clerk at Princess Street Branch. Then he was shifted to Zaveri Bazar Branch in the year 1987 and then to Colaba Branch in 1992. He also worked with its International Business Branch from 1999 as a Computer Operator in the said Branch till June, 2003.

3. By letter dated 20th March, 1992, notice was given to the concerned workman, by 1st Party regarding shortage of cash of Rs. 10,000 on 17th March, 1992 and he was advised to reply the said notice regarding cash shortage of Rs. 10,000 during the relevant time. Though notice was given, without waiting for the reply of the Second Party Workman, it suspended Second Party Workman pending disciplinary proceedings by order dated 21st March, 1992. Concerned Workman submitted his explanation on 23rd March, 1992 and brought the circumstances and facts in which the above referred cash shortage of Rs. 10,000 occurred. Then it was brought to the notice of the 1st Party that, after noting the cash shortage of Rs. 10,000 enquiry was made with the customers who withdrew the amount during that period and one party came forward and returned the said cash of Rs. 10,000 and it was credited with the 1st Party on 17th March, 1992 itself. Even entry was made to that effect in the account for its "Silver entry" of Rs. 10,000. Since amount was recovered which was shortage in the transactions on 17th March, 1992 question does not arise to issue notice to the concerned workman and seek explanation from him and proceed against him. Still 1st Party issued charge sheet and decided to proceed against concerned workman. The enquiry was conducted which was not fair and proper. In fact there was no evidence before the Enquiry Officer to proceed against the concerned workman. Not a single witness was examined by the First Party to establish the charges leveled against concerned workman. The finding was given by the Enquiry Officer on the basis of the documents only. In fact after depositing Rs. 10,000 the cash shortage, which was the subject matter of the enquiry, question does not arise to proceed against the concerned workman. Still Enquiry Officer observed that concerned workman was negligent in his duties and exonerated him from other charges like charge of misappropriation, charge doing act of disorderly, righteous

and indecent behaviour, charge of wilful insubordination and disobedience, charge of unpunctual and irregular attendance and charge of failing to show proper consideration, courtesy and attention towards customers of the Bank and unsatisfactory behaviour leveled against him. In fact there was no negligence of the concerned workman as observed by the Enquiry Officer of which reduction of 2 stages in the clerical scale of pay as a punishment for the said proved charge is imposed. It is submitted that the action taken by the 1st Party against the concerned workman of reducing 2 stages in the clerical scale of pay is illegal and unjustified and needs to be quashed and set aside with directions to the 1st Party to upgrade the concerned workman and pay him the arrears with 12% interest from the date of his reduction in rank.

4. This prayer is disputed by the 1st Party by filing reply at Exhibit 9 contending that charge of shortage of amount was an admitted position. It is a matter of record that there was cash shortage of Rs. 10,000 in the transaction on 17th March, 1992 when concerned workman worked as Cashier with 1st Party at Zaveri Bazar Branch of 1st Party. The evidence was before the Enquiry Officer who conducted enquiry on the charges leveled against concerned workman, regarding cash short during tenure of the concerned workman of Rs. 10,000. It was also brought on record that the concerned party suo-motu appeared before the 1st Party and deposited Rs. 10,000 which was over payment made by the concerned workman on 17th March, 1992. It reveals that due to negligence of the concerned workman cash shortage of Rs. 10,000 occurred on 17th March, 1992. The enquiry was fair and proper. Enquiry Officer was not bias. He considered evidence placed before him and observed only negligence with regard to the concerned workman and exonerated him from the other charges leveled against him. If at all Enquiry Officer is bias, he may observe all charges proved against the concerned workman without evidence. In the instant case it did not happen like that. Enquiry Officer went through the evidence placed before him by the 1st Party in the form of documents. Gave full opportunity to both. When 1st Party demanded time from Enquiry Officer to produce witnesses he did not give it and proceeded impartially without showing any favour to the First Party, though he was appointed by it as Enquiry Officer. Finding given by the Enquiry Officer nowhere reveals that he was bias and protecting the 1st Party. On the contrary holding concerned workman guilty of negligence only, itself reveals that Enquiry Officer was impartial and has observed said observations solely relying on the evidence placed before him. So it is submitted that enquiry was fair and proper. It is also claimed that findings of the Enquiry Officer are not perverse.

5. In view of the above pleadings I framed the Issues at Exhibit 16 which are answered as follows, initially

considering Issue of enquiry and perversity as preliminary Issues :—

Issues	Findings
1. Whether enquiry was conducted fairly and properly ?	Yes
2. Whether findings are perverse ?	No

REASONS :

Issue Nos. 1 and 2 :

6. Union moved the conciliation authority on the point of reduction of concerned workman in two scales. In support of it Statement of Claim filed at Exhibit 7 and made out a case that, concerned workman Shri Dilip G. Sawant, joined 1st Party on 11th March, 1981 as a Cashier-cum-Clerk at Princess Street Branch. Then he was shifted to Zaveri Bazar Branch in the year 1987 and then to Colaba Branch in 1992. He also worked with its International Business Branch from 1999 as a Computer Operator in the said Branch till June, 2003. By letter dated 20th March, 1992, notice was given to the concerned workman, by 1st Party regarding shortage of cash of Rs. 10,000 in the transaction of 17th March, 1992 and he was advised to reply the said notice. Though notice was given without waiting for the reply of the concerned workman. First Party suspended Second Party Workman pending disciplinary proceedings by order dated 21st March, 1992. Concerned workman submitted his explanation on 23rd March, 1992 and brought the circumstances and facts how it occurred in which the above referred cash shortage of Rs. 10,000 occurred. It was also brought to the notice of the 1st Party that after noting the cash shortage of Rs. 10,000 enquiry was made with the customers who withdrew the amount during that period and one party came forward and returned the said cash of Rs. 10,000 and it was credited with the 1st Party on 17th March, 1992 itself as a "Silver entry". Since amount was recovered, which was shortage of the transactions on 17th March, 1992, question does not arise to issue the said notice to the concerned workman and seek his explanation and proceed against him. Still 1st Party issued charge sheet and decided to proceed against the concerned workman. The enquiry was conducted which was not fair and proper. There was no evidence before the Enquiry Officer to give finding against the concerned workman. Not a single witness was examined by the First Party to establish the charges leveled against the concerned workman. The finding was given by the Enquiry Officer on the basis of the documents only. In fact after depositing Rs. 10,000 the cash shortage which was the subject matter of the enquiry, does not subsists and question does not arise to proceed against the concerned workman. Still Enquiry Officer observed that concerned workman was negligent in his duties and exonerated him from other charges like charge of misappropriation, charge doing act of disorderly, righteous and indecent behaviour, charge of

wilful insubordination and disobedience, charge of unpunctual and irregular attendance and charge of failing to show proper consideration, courtesy and attention towards customers of the Bank and unsatisfactory behaviour. In fact there was no negligence of the concerned workman as observed by the Enquiry Officer on which punishment of reduction of 2 stages in the clerical scale of pay as a punishment for the said proved charge is imposed. It submitted that the action taken by the 1st Party against the concerned workman of reducing 2 stages in the clerical scale of pay is illegal and unjustified and needs to be quashed and set aside with directions to the 1st Party to upgrade the concerned workman and pay the arrears with 12% interest from the date of his reduction in rank. 1st Party opposed the said claim of the 2nd Party contending that charge of shortage of amount was an admitted position. It is a matter of record that there was cash shortage of Rs. 10,000 on 17th March, 1992 when concerned workman was worked as Cashier with 1st Party at Zaveri Bazar Branch of 1st Party. The evidence was before the Enquiry Officer who conducted enquiry on the charges leveled against concerned workman, regarding alleged over payment made by the concerned workman, of Rs. 10,000, to one of the party. It was also brought on record that the concerned party suo-motu appeared before the 1st Party and deposited Rs. 10,000 which was over payment made by the concerned workman on 17th March, 1992 which reveals that due to negligence of the concerned workman there was cash shortage of Rs. 10,000 on 17th March, 1992. The enquiry was fair and proper. Enquiry Officer was not bias. He considered evidence placed before him and observed only negligence with regard to the concerned workman and exonerated him from the other charges leveled against him. If at all Enquiry Officer is bias, he may have observed all charges proved against the concerned workman even without evidence. In the instant matter it did not happen like that. Enquiry Officer went through the evidence placed before him by the 1st Party in the form of documents, gave full opportunity to both. When 1st Party demanded time to Enquiry Officer to produce witnesses he did not give it and proceeded impartially without showing any favour to the First Party. Finding given by the Enquiry Officer nowhere reveals that, he was bias and protecting the 1st Party. On the contrary holding concerned workman guilty of negligence only, itself reveals that, Enquiry Officer was impartial and has observed said observations solely relying on the evidence placed before him. So it is submitted that enquiry was fair and proper. It is also claimed that findings of the Enquiry Officer are not perverse. To support that, 2nd Party placed reliance on the documents produced at Exhibit 8, in the form of Xerox copies of the inquiry proceedings to show that, enquiry was not fair and proper and findings were perverse. The Advocate appearing for the concerned workman points out, page No. 111 of enquiry proceedings which is finding of then Enquiry Officer. He also referred pages 117 and 118 chargesheet which is at

page 12 and submitted that, these documents clearly reveal that, no evidence was before the Enquiry Officer to observe concerned workman negligent in his work. In fact cash shortage of Rs. 10,000 was recovered and it was deposited with the 1st Party. In that set of circumstances, it was not necessary to frame charge, proceed against concerned workman and observe him guilty of charge of negligence. Whereas Ld. Advocate for 1st Party submitted that, number of charges were levelled against concerned workman. Finding given by the Enquiry Officer regarding negligence attributed to concerned workman and exonerating him from other charges which itself reveals that, Enquiry Officer was not bias and his finding not perverse. He submits that, if at all, he was bias and his finding is perverse, he may observe all charges are proved against the concerned workman. In the instant case it did not happen like that. Enquiry Officer exonerated concerned workman from remaining charges levelled against him and observed only charge of negligence proved against concerned workman.

7. All this reveals that, there was a cash shortage of Rs. 10,000 regarding transactions dated 17th March, 1992. That fact is not disputed by the concerned workman of Second Party Union. It is also proved that, it took place during the tenure of the concerned workman who worked as a Cashier with the 1st Party at Zaveri Bazar, that, fact is also not disputed by the 2nd Party and concerned workman. When cash shortage of Rs. 10,000 is admitted fact which took place during tenure of concerned workman regarding transaction dated 17th March, 1992 and when the said customer came forward suo-motu and deposited the said amount of the said shortage of Rs. 10,000 with 1st Party which is also not disputed, question arises who can be held responsible for that over payment regarding the said shortage of 17th March, 1992 when concerned workman was working as a Cashier? Definitely one has to give answer that, concerned workman had made over payment of Rs. 10,000 and the concerned party who suo-motu came forward and deposited the said amount just to help the concerned workman. When that, fact is not disputed by the 2nd Party Union neither by the concerned workman then who can be blamed for that, and held responsible? According to me it is the concerned workman who was responsible for the said shortage. According to me it require to consider why it took place and answer will be that, there was no attention of the concerned workman in work while discharging his duties as a Cashier on 17th March, 1992 and that, is why over payment was made by the concerned workman which resulted in shortage of Rs. 10,000 in the transaction dated 17th March, 1992.

8. No doubt there is no oral evidence led by any side. Even in this proceedings before this Tribunal both decided not to lead oral evidence and filed their respective purshis at Exhibits 13 and 15 respectively i.e. by Second Party and First Party. When both choose, not to lead oral evidence before this Tribunal and when evidence i.e. enquiry

proceeding is the only documentary evidence before this Tribunal which is relied upon by both, I am of the considered view that, the documents which are produced by the 2nd Party, in the form of Xerox copies, of the enquiry proceedings is also a evidence and it categorically reveals that, all stages were observed by the Enquiry Officer. There is no grievance of the 2nd Party regarding stages observed by the Enquiry Officer. It is not pointed out how enquiry is not fair and proper. It is not shown why enquiry should be quashed and set aside. At the most one can say that, finding may be perverse but again if we peruse the enquiry proceedings and finding given by the Enquiry Officer, we find that, though number of charges were levelled against concerned workman, finding given by the Enquiry Officer reveals that, charge of negligence is only observed as proved against concerned workman. Negligence means not attentive in the duty and interest not shown in the work during the particular period. It is a matter of record that, there was cash shortage of Rs. 10,000 and it is also a matter of record that, excess payment of Rs. 10,000 was made by the concerned workman when he worked as a Cashier on 17th March, 1992. It is a matter of record that, said over payment of Rs. 10,000 was made by him. When all these things happened at the hands of the concerned workman what it can be called? In my considered view all these acts definitely cover in the definition of "negligence" and simply it is observed by the Enquiry Officer holding that, charge of negligence is proved against the concerned workman. It is also a matter of record that, the concerned workman was exonerated from all other charges.

9. So, if we read all this coupled with the findings given by the Enquiry Officer holding concerned workman guilty of the negligence, I am of the considered view that, finding is also not perverse as alleged by the Union for concerned workman.

10. In view of the discussions made above, I conclude that the enquiry is fair and proper, finding not perverse. Accordingly I answer issues to that effect and passes the following order :

ORDER

- (a) Enquiry is fair, proper and finding not perverse;
- (b) Both parties are directed to take note of it and participate on the hearing of remaining Issues by attending this Tribunal on 4th September, 2006.

Mumbai.

11th July, 2006.

A. A. LAD, Presiding Officer

नई दिल्ली, 07 सितम्बर, 2006

का. आ. 3886.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में

निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 147/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06-09-2006 को प्राप्त हुआ था।

[सं. एल-12012/225/1994-आई आर (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 7th September, 2006

S.O. 3886.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 147/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Bank and their workman, which was received by the Central Government on 06-09-2006.

[No. L-12012/225/1994-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

PRESENT:

Shri N. K. R. Mohapatra,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

Tr: INDUSTRIAL DISPUTE CASE NO. 147/2001

Date of Passing Award—17th August 2006

BETWEEN:

The Management of the Manager,
Indian Bank, At./P.O. Buguda,
Dist. Ganjam, Orissa ... 1st Party-Management

AND

Their Workman, Shri Rajendra Kr. Sahu,
At. Arvind Nagar, Teli Sahi, At./P.O. Buguda,
Dist. Ganjam, Orissa ... 2nd Party-Workman

APPEARANCES:

M/s. B. M. Pattnaik : For the 1st Party—
& Associates Management

M/s. B. C. Bastia : For the 2nd Party—
& Associates Workman.

AWARD

The Government of India in the Ministry of Labour, in exercise of Powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following

dispute for adjudication vide their Order No. L-12012/225/94-IR (B-II), dated 15-11-1994 :—

“Whether the action of the Management of Indian Bank, Buguda, District, Ganjam in terminating the services of Shri Rajendra Kumar Sahu, Sub-Staff with effect from 10-12-1992 is legal and justified? If not, what relief is the said workman entitled to?”

2. Admittedly the workman was at first engaged on a temporary sub-staff (Temporary Messenger) on 15-2-1991 in the Management's Branch Bank at Buguda in the district of Ganjam, Orissa. It is claimed by the workman that even though he was working continuously ever since that date he was suddenly refused further employment with effect from 10-12-1992 without advance notice or notice pay in lieu of such notice tantamounting to illegal retrenchment. It is further alleged that after removing him from service another person named Shri Jayaram Sethi was engaged by the Management.

3. The Management has filed a lengthy written statement narrating therein the background of the case for which the workman was disengaged in the month of December 1992. It's shortly stated case is as follows :—

4. That to be appointed as a sub-staff one should have passed minimum 5th standard and 7th standard in maximum under the Bank's Rule. A person having more qualification is regarded as dis-qualification for the post. Accordingly in the year 1990 the Employment Exchange was asked to sponsor the names of suitable persons for their enrolment as Panel Sub-staff for the Buguda Branch Bank. In the list submitted by the Employment Exchange the name of the workman was there besides other names. As the list disclosed the workman had possessed 9th standard, he was considered over qualified and his application was rejected and after necessary interview a panel was prepared from out of the remaining successful candidates for their temporary short term engagement as and when required. While this being the position the sole permanent sub-staff of Buguda Branch was transferred outside the station and the sole empanelled person meant for Buguda Branch was posted on regular basis outside Buguda on 15-3-1991 and in his place another sub-staff namely R. N. Patra was posted by the Zonal Office of the bank. Shri Patra joined on 8-2-1991 but from next day onwards he remained absent on medical ground. It is alleged by the Management that by taking advantage of the above situation the workman by showing to the Branch Manager another Registration card of the Employment Exchange where his educational qualification was mentioned as 5th Standard pass managed to be engaged temporarily on 15-2-1991 on casual basis intermittently. As engagement of a sub-staff was beyond the power of a Branch Manager, the said Branch Manager asked the Zonal Office, the competent authority to allow him to engage the workman as temporary sub-staff on extreme office exigencies. For

the above purpose he also relied upon a school leaving certificate, which the workman had produced before him showing his qualification to be 5th Standard. In reply thereto the Vigilance Department of the Zonal Office as also the Regional Office of the bank asked the Branch Manager, Buguda to stop engaging further the workman, as his engagement was contrary to the prescribed norms. While this being the position the workman made a representation on 19-5-1992 to the Regional Office of the Bank which in consequence called for a report from the concerned Branch Manager and on enquiry came to know that the Employment Exchange Card which the workman had produced before the Branch Manager for his engagement was a stage managed documents crated on the basis of a forged school leaving certificate. As the workman in suppression of his real educational qualification had got himself registered for the second time before the Employment Exchange disclosing his qualification to be 5th standard as against 9th standard, the Management further directed the Branch Manager to disengage the workman forthwith and accordingly he was disengaged from 21-12-1992 but not from 10-12-1992 as claimed by the workman. With the aid of the above story the Management has pleaded otherwise that the workman was never disengaged or refused employment with effect from 10-12-1992 and as such the reference is bad under law. It is further pleaded by the Management that since the workman had got into the job by suppressing his real educational qualification and as such of his engagement made by the then Branch Manager was contrary to the norms of the bank, the Management was justified in not engaging him further beyond 21-12-1992. It is also pleaded that the workman was never engaged continuously. Rather he was engaged intermittently for a total period of 229 days during 15-2-1991 to 21-12-1992 and as such the provisions of 25-F of the Industrial Disputes Act is not applicable in the case.

5. On the basis of the pleadings of the parties the following issues were framed :

ISSUES

1. Whether the reference is maintainable?
2. Whether the action of the Management of Indian Bank, Buguda, in terminating the services of Shri Rajendra Kumar Sahoo with effect from 10-12-1992 is legal and justified?
3. To what relief the said workman is entitled?
6. During trial the workman examined himself alone while two witnesses were examined on behalf of the Management. Out of these two Management Witnesses M.W.-2 is the concerned Branch Manager who had engaged the workman and M.W.-1 is an officer of the bank who had enquired about the identity of the workman by approaching the concerned Employment Exchange to ascertain whether the workman was the same person whose

application was once rejected earlier by the bank as over qualified or not.

ISSUE NO. 1

7. There being no substantial challenge as to the maintainability of the reference this issue is answered affirmatively.

ISSUE NO. 2 & 3

8. These issues being interdependent, they are taken up jointly.

Except examining himself the workman has not produced a single scrap of paper as evidence. On perusal of his evidence it appears that his evidence is a complete denial of the entire stand of the Management. He says to have had never appeared in any interview nor his name was sponsored by the Employment Exchange during 1990. He also says to have had not produced any document or any school leaving certificate evidencing his educational qualification at the time of his engagement on 15-2-1991. He also denies to have had ever produced a document marked as "X" (for the purpose of identification) before the Branch Manager before entering into the job. But in the next breath he admits that the same is his School Leaving Certificate granted by the Head Master on 30-7-1987. He also stated to have not known the reasons of his disengagement. He further says that he was disengaged on 10-12-1992 but not on 21-12-1992 as claimed by the Management. On comparison of his above evidence with the evidence and documents produced by the Management it appears as if the workman has master-minded a design to speak only that much which is helpful to him but not to budge an inch beyond that. In the conciliation file of the Asst. Labour Commissioner (Central) there is a letter of the workman indicating that he was engaged as and when necessary to work against leave and other vacancies as casual labour. In this claim statement also he has averred accordingly. But while deposing before court he says that his engagement was continuous. Likewise during conciliation proceeding he had submitted a hand written note detailing therein the various date on which he was engaged. From the Management side a similar statement indicating the dates of engagement and payment made thereto has been filed and it has been marked as Ext.-J. On comparison of these two it appears so far as the dates of engagements are concerned that both are almost same barring little discrepancy. In the statement submitted by the workman before the Asst. Labour Commissioner (Central) he has omitted to mention 17 different dates of engagement and added 25 dates on which he was never engaged as per the statement of Management marked Ext.-J. The above statement submitted by the workman covers the period up to 9-12-1992 while the statement of the Management covers a period up till 21-12-1992 from 15-2-1991. All the same, both the documents show that the workman was never engaged continuously nor the total

days of engagement period of a particular year is 240 days as averred by the Management.

9. It is the settled law that to claim the benefits of Section-25-F of the Industrial Disputes Act the workman is to prove that he was engaged before termination for a continuous period of 240 or more days over a period of 12 preceding months. In this statement filed before the Asst. Labour Commissioner (Central) it was claimed by the workman that he had worked for a total period of 238 days intermittently whereas the Management says that the said period does not exceed 229 days. If calculation is made strictly according to law for the last 12 months next preceding the alleged date of termination, the total working days would fall below the above figures. Therefore for the discussion made above the refusal of employment of the workman can not be declared bad for non-compliance of Section 25-F of the Industrial Disputes Act.

10. Now as regards the other ground which was argued before the Court by the workman it is now to be seen whether the Management was justified in refusing employment to the workman without initiation of a departmental proceeding against him for the alleged suppression of his educational qualification.

11. Ext.-3/F, the list of candidates sponsored by the Employment Exchange, on 11-7-1990 shows that the name of the workman was sponsored for the selection of temporary sub-staff. This belies the evidence of the workman that his name was never sponsored by the Employment Exchange nor he had attended any such selection test. The above list of the employment exchange shows that the workman was a passed 9th standard. During evidence the workman has also admitted that he has passed 9th standard. The evidence of M.W. 1 shows that during investigation made about the identity of the workman he had compared the signature of the workman as available in the bank with that of the signature available in the office of Employment Exchange and found both the signatures were similar on named eye examination. This indicates beyond doubt that prior to his engagement on 15-2-1991 the name was sponsored by the Employment Exchange in 1990 but he was declared disqualified as over qualified as claimed by the Management. The evidence of M.W. No. 2, the Branch Manager of the bank has deposed that by providing one employment exchange Registration card and a school leaving certificates showing his qualification to be 5th standard the workman had requested him to engage him in the job. According to this witness the school leaving certificate marked as 'X' was produced before him indicating his qualification to be 5th standard. This document has not been allowed to be marked as an exhibit. But when the workman admits during cross examination that the same was issued by School Headmaster and as the same has been produced by the bank, it pre-supposes that it was produced before the Management by the workman

in support of his educational qualification so as to get into the job. The evidence of M.W.I further shows that during his enquiry he had ascertained the said certificate to be a forged one. Therefore, when the Management on enquiry found that the workman had entered into job by means of forged and stage-managed documents reducing his qualification to 5th standard, it was very much within the discretion of the Management to get rid of him on the ground of loss of confidence. It is no doubt true that the termination on loss of confidence is a stigma and in such a case the Management is to initiate a proceeding before terminating the employee. But in the instant case it is clear from the discussion made earlier that the workman was not a regular employee nor he was engaged continuously. His engagement was intermittent and casual and he has not rendered continuous service for 240 days in the last 12 months preceding his removal. The document marked Ext.-J shows that during the period from 28-3-1992 to 21-12-1992 (the alleged date of refusal as claimed by the Management) he was engaged for 10 days only intermittently. Therefore, the Management's refusal to give him further engagement would not amount to stigma on the part of the workman. Besides from the said document and the evidence of the Management witness it is clear that on 9-12-1992 the workman was engaged for a day and again on 21-12-1992 he was last engaged. In these peculiar circumstances, especially in view of the casual nature of engagement, the action of the Management in not providing job on 10-12-1992 to the workman does not appear to be wrong or illegal.

12. In the above premises the reference is answered holding that there was no impropriety in the action of the Management.

13. The reference is answered accordingly.

Dictated and corrected by me.

N. K. R. MOHAPATRA, Presiding Officer

नई दिल्ली, 7 सितम्बर, 2006

का. आ. 3887.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण श्रम न्यायालय, बंगलौर के पंचाट (संदर्भ संख्या 17/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-9-2006 को प्राप्त हुआ था।

[सं. एल-12011/221/2002-आई आर (बी-II)]
सी. गंगाधरन, अवर सचिव

New Delhi, the 7th September, 2006

S.O. 3887.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 17/2003)

of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure. in the Industrial Dispute between the management of Syndicate Bank and their workmen which was received by the Central Government on 6-9-2006.

[No. L-12011/221/2002-IR (B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated : 24th August 2006

PRESENT :

Shri A. R. SIDDIQUI, Presiding Officer

C. R. No. 17/2003

I Party

The Secretary,
Syndicate Bank
Employees Union,
No. 138, 2nd Floor,
2nd Main Road,
Seshadripuram,
Bangalore-560 020

II Party

The Assistant General Manager,
Syndicate Bank,
Zonal Office, I R C,
Gandhinagar,
Bangalore-560 009

APPEARANCES :

I Party : Shri B. D. Kuttappa,
Advocate

II Party : Shri Ramesh Upadhyaya,
Advocate

AWARD

The Central Government by exercising the powers conferred by Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-12011/221/2002-IR (B-II) dated 17-3-2003 for adjudication on the following schedule :

SCHEDULE

"Whether the management of Syndicate Bank is justified in reducing the basic pay of Smt. K. M. Latha, clerk by one stage for one year on the alleged charges ? If not, what relief the disputant is entitled to ?"

2. A chargesheet dated 30-07-1998 was issued to the first party workman in the following terms :

"That you are working as clerk at our Central Accounts Office, Bangalore since 13-10-92 and that while working in Demand Drafts Section on 16-12-94 while verifying/checking the details of Demand Drafts

received in clearing on 16-12-94 with the printout received from ECP Cenll you did not bring to the notice of the Passing Official that DD bearing printed Serial No. NDJ 326672 dated 13-12-94 for Rs. 9,36,000 favouring Sri P. Anjaneyalu Gupta, purportedly issued by our Thithimathi Branch and presented by our V. V. Puram Branch, Bangalore on 16-12-94 for payment was a lost Demand Draft.

Following circumstances appear on record in respect of the above matter :

Our Thithimathi Branch had reported loss of one block Demand Draft leaf bearing No. NDJ 326672 to HO : Accounts : IBRD, who in turn intimated the same to all our branches/officers vide their Cir. No. 120/94/ CYC/IRBD dated 21-11-94 inter alia advising to exercise due care and caution. One such circular was received at CAO Bangalore also and the particulars of the said lost DD was noted in the DDs Missing/ Lost Register (OG 3 file) to alert the Bank officials in the event of the said DD being presented.

That on 16-12-94, our V. V. Puram Branch, Bangalore presented for payment a Demand Draft bearing the said printed serial number dated 13-12-94 for Rs. 9,36,000 favouring Sri P. Anjaneyalu Gupta purportedly issued by our Thithimathi Branch on our Gandhinagar Branch, Bangalore. You were working in Demand Drafts Section and expected to tally the amount of Demand Drafts presented in clearing by our branches/other Banks with that in the printout received from EDP Cenll besides verifying DD No., amount of DD, Date of issue, Name and DPD Code number of issuing branch. This scrutiny/verification is inter alia essential to identify the lost Demand Drafts, if any, being passed in clearing for payment. The EDP printout will indicate in the appropriate sheet as to how many lost instruments were presented in clearing on a particular day and the amount involved in the transaction besides Sl. No. of the instruments and drawer Branch, etc. That the printout pertaining to the transactions of 16-12-94 clearly indicated that the Demand Draft No. 326672 was a lost one. However, you did not bring the same to the notice of passing official and the subject DD was cleared on 16-12-94 based on which our V. V. Puram Branch, Bangalore credited the proceeds of the DD to SB A/c No. 14338 Sri P. Anjaneyalu Gupta. The entire amount was withdrawn by the party on 16-12-94 and 17-12-94. That during the course of reconciliation, HO Accounts Department noticed that the said DD was the missing DD leaf of our Thithimathi Branch and that the same has been fraudulently encashed through our V V Puram Branch, Bangalore on 16-12-94. The Bank is exposed to a loss of Rs. 9,36,000 with interest due thereon.

The above circumstances go to indicate that you failed to exercise necessary care and caution while verifying the Computer Printout relating to the lost Demand Drafts received in clearing, which facilitated a stolen Demand Draft to be passed for payment, thereby exposing Bank's funds to the extent of Rs. 9.36 lakhs to the risk of financial loss.

The above acts on your part constitute gross-misconduct vide clause No. 19.5 of the Bipartite Settlement.

We, therefore, charge you for having committed acts prejudicial to the interest of the Bank vide Clause No. 19.5 (j) of the Bipartite Settlement.

You are, hereby advised to submit your Written Statement of defence, if any, within 15 days of receipt of the Chargesheet."

3. A corrigendum dated 11-11-1998 was issued correcting the date of circular as 11-11-1994 in place of 21-11-1994.

4. The first party submitted her reply to the chargesheet dated 18-12-1998 and the Disciplinary Authority not being satisfied with the explanation offered by the first party, ordered a Domestic Enquiry into the matter and on the basis of the findings of the Enquiry Officer holding her guilty of the charges of misconduct levelled against her in the chargesheet, she was given an opportunity of personal hearing along with the report of the Enquiry Officer proposing the punishment of reducing her basic pay by one stage for one year and after having heard the first party through her Defence Representative, confirmed the above said punishment. It is aggrieved by this punishment order the first party preferred an appeal unsuccessfully and thereupon challenged the punishment order by raising the dispute resulting into the present reference.

5. In her Claim Statement before this tribunal she challenged the enquiry proceedings on the ground that she was not given sufficient and proper opportunity to defend herself and that proceedings were conducted in violation of principles of natural justice. She also challenged the enquiry findings as not based on the evidence brought on record and that the evidence produced by the management to prove her charges was not legal and sufficient. She also challenged the punishment order as illegal and unjust also on the ground that it came to be passed against her mechanically without appreciating the evidence brought on record and the defence taken by her by way of reply to the chargesheet and by way of explanation to the enquiry findings submitted by the enquiry officer based on which punishment order was passed. At para 4 of the Claim Statement, she contended that Shri S Prabhakar, the concerned officer failed to exercise the caution either to prevent withdrawal of the proceeds of the DD in question at V V Puram Branch or cautioned for

an immediate recovery and that the management failed to produce the evidence of document at Ex MEx-7 on which the first party said to have affixed her initials, which fact was deposed by MW 2, the CBI Officer during the course of enquiry. At Para 6, she contended that the concerned officer of the department was aware of the notings made on MEx-7 by the first party and he should have exercised necessary caution. Therefore, there has never been any lapses or negligence on the part of the first party and the accountability fixed on her is wrong. She contended that if she were to be held responsible for the alleged misconduct, then how and why said Shri Prabhakar, the concerned officer was also charged with such allegation and certain punishment was imposed upon him particularly, when MW 2 admitted in his deposition that the then Supervisory Staff of the department namely, Shri Prabhakar was responsible for the negligence. Therefore, she contended that the punishment order passed against her is vindictive and prejudicial, there being no rationale behind it is fixing any responsibility or accountability on her since she has not contributed fraudulent withdrawal of Rs. 9.36 lacs at V. V. Puram Branch of the Bank. In the result, she requested this tribunal to set aside the punishment order.

6. The Management by its Counter Statement, however, contended that charges of misconduct levelled against the first party have been substantiated by the oral and documentary evidence produced during the course of enquiry and that enquiry proceedings were conducted against the first party giving her sufficient and reasonable opportunity to defend herself taking the assistance of Defence Representative by name Shri Abdul Jaleel, Secretary to the Syndicate Bank Employees Union, who had cross-examined the management witnesses at length and participated in the enquiry proceedings throughout. Therefore, the management contended that findings of the enquiry holding the first party workman guilty of the charges was well supported by legal and sufficient evidence and in the result the Disciplinary Authority was justified in imposing the impugned punishment on the first party and that said Prabhakar also being held responsibility for contributory negligence, has been punished accordingly and therefore, it cannot be said that punishment order against the first party is prejudicial and vindictive in nature.

7. Keeping in view the respective contentions of the parties with regard to the validity and fairness or otherwise of the enquiry proceedings, this tribunal by order dated 02-09-2004 framed the following Preliminary issue :

“Whether the Domestic Enquiry conducted against the first party by the second party is fair and proper ?”

8. During the course of trial of the said issue, the management got marked 14 documents at Ex M 1 to Ex M 14 with the consent of other side and both the parties submitted that they have no oral evidence to lead on the

matter. Thereupon, learned counsel for the first party as well as the counsel representing the management were heard and by order dated 12-04-2006 this court recorded a finding on the above said issue holding that the Domestic Enquiry held against the first party is fair and proper. On 11-07-2006, when the matter was posted to hear on merits of the case, said Shri Abdul Jaleel, representative for the first party on record filed a list with 7 documents and they were marked with the consent at Ex W-1 to Ex W-7 and after hearing the learned counsels, Shri B D K for Shri Abdul Jaleel and Shri Ramesh Upadhyaya for the management, the matter came to be posted this day for award.

9. Learned Counsel for the first party while reiterating the various averments made in the Claim Statement submitted that there was no lapse or negligence on the part of the first party in not taking note of the fact that the D D leaf in question was lost one, particularly, when the D D came through clearing section and in view of the fact that the concerned department officer namely, Shri Prabhakar himself made noting of the above said circular in the D D in question which ultimately, got encashed by the customer concerned. He contended that the D D was encashed on 16th & 17th of December 1994 and therefore, it cannot be said that on account of negligence on the part of the first party there was withdrawal of the cash under the D D in question.

10. Whereas, learned counsel for the management submitted that oral evidence of MW 1 and MW 2 and the documentary evidence at MEx 1 to 10 have substantiated the charges of misconduct levelled against the first party beyond any shadow of doubt and therefore, the findings of the Enquiry Officer since have been supported by sufficient and legal evidence, by no stretch of imagination it can be said that they suffered from any perversity to be interfered at the hands of this tribunal. Learned counsel took the court through the observations made by the Enquiry Officer in his report holding the first party workman guilty of the charges and the evidence brought on record during the course of enquiry.

11. After having gone through the findings of the Enquiry Officer, I do not find much substance in the arguments advanced for the first party. In this case as noted above, the management in order to substantiate the charges of misconduct levelled against the first party examined two CBI Officers as MW 1 and MW 2 and the documents at Ex MEx 1 to 10 in detail and in proper perspective came to the conclusion that there was a contributory negligence on the part of the first party in not taking note of the said circular with respect to the loss of D D leaf circulated in the respective branches of the management bank. The relevant observations made by the Enquiry Officer found on pages 3 of the Enquiry Report for ready reference are as under :

“The entire cross-examination confirms the facts deposed by both the witnesses which are

corroborative in nature. The CSE has also made her oral submissions but, nowhere she denied the fact that, HO has issued circular identifying then loss of stolen DDs, that has been passed for payment at CAO, Bangalore. However, she has stated that, the last sentence in the statement recorded by the CBI officials are not her statement. It is seen from the records that, she has not denied the statement recorded by the CBI Officer, MW-1. However, in the written submissions, she has submitted that, the last sentence is not made by her. That means, whatever she explained before him has been recorded by the CBI Officer. It is also seen from the records that, she has not denied any of the statement earlier to the date of enquiry. The last sentence in MEX-10 reads as "But, I have not done it wilfully." But it is seen from MEX-10 that, she has admitted that she had failed to notice it and it is a mistake on her part. Though it is not done wilfully, the fact remains that, she had failed to notice the discrepancies and it is mistake on her part. Hence, the contentions of the defence that, she is not negligent in whatever manner has no substance in it. Under the circumstances, I have no hesitation to come to the conclusion that, the CSE has failed to notice the irregularities/ discrepancies in MEX-1.

She has explained the procedure with regard to the passing of the DD in clearing. According to her, the procedure followed at the relevant period was that, as soon as it is received from the Branches, it goes to the Clearing Department and there it will be sorted out. Thereafter, the DDs received from the branches, it will be given to the officer and the officer scrutinizes the correctness of the instrument and the concerned officer will send those DDs to the EDP department for the purpose of feeding it into the computer between 4.00 p.m. and 4.30 p.m. The printout of the computer listing the DDs will be received at the DDs Department after 2-3 days. Her duty was totally the total number of DDs received with the number of DDs printed in the printout and the amount mentioned therein. After tallying the DDs she had to check drafts payable again and the DDs Reported Lost Journal and DD Pads/Leaves Lost Transaction Journal, i.e., MEX-7. Thereafter, she would know the DDs alongwith the printout with debit slip to the concerned officer and if there are any discrepancies in the DDs, she would orally tell the officer concerned. Assuming for the sake of argument, if this is the procedure, then what prevented her to inform the DD in question appearing in the computer printout to the officer concerned has not been explained. In fact, even after the receipt of the computer printout, she did not inform the concerned officer at all. According to her, the computer printout containing

the information regarding the lost DD/stolen DD comes to her after 2-3 days. Had she noted this fact as soon as she received the computer statement, the matter would have been brought to light much earlier, so that Management could have taken prompt action for recovery or to rectify the error. The payment of the lost DD was noted only at the time of reconciliation at HO after a lapse of considerable period.

In view of the above facts and circumstances, the plea of the CSE stating that, she is no negligent in whatever manner are not well founded and hence cannot be acceptable. On the other hand, it clearly indicates contributory negligence on her part, which has resulted in payment of the stolen DD to the extent of Rs. 9.36 lakhs, which can be constituted as an act detrimental to the interest of the Bank.

In the light of the foregoing discussions, basing on the evidence on record, both oral and documentary, I find the Management has duly established the allegations of negligence on the part of the CSE beyond any reasonable doubt. I, therefore, hold Smt. K M Latha guilty of the misconduct against which she has been charged vide Chargesheet No. CGS (W)/BNG/98/52 dated 30-07-1998. I report accordingly."

12. Therefore, from the reading of the above said passage in the Enquiry Report, as argued for the management, there was sufficient and legal evidence brought on record to connect the first party workman with the guilt of contributory negligence. Learned Enquiry Officer after having taken into consideration the statement of the first party with regard to the procedure in passing of the DD in clearing, rightly concluded that even if, it is assumed that the procedure as explained by the first party was to be adopted in passing of such DD, it was not disclosed by the first party as to what prevented her to inform about the DD in question appearing in the computer printout to the officer concerned. He rightly observed that even after the receipt of the computer printout, the first party did not inform the concerned officer at all regarding the lost DD which according to her came to her hand after two/three days of its presentation. He rightly observed that had the first party noted this fact as soon as she received the computer statement, the matter would have been brought to light much earlier thereby, enabling the management in taking prompt action for recovery or to rectify the error. Therefore, in my opinion learned Enquiry Officer after having discussed the oral and documentary evidence, rightly, came to the conclusion that there was contributory negligence on the part of the first party which ultimately resulted in payment of amount under stolen DD to the extent of Rs. 9.36 lakhs which is an act detrimental to the interest of the bank. The learned representative,

Shri Abdul Jaleel and learned counsel Shri B D K appearing for the first party in their arguments failed to convince this tribunal as to how the findings of the Enquiry Officer suffered from any perversity. As noted above, in this case there was oral testimony of two responsible officer and voluminous documentary evidence produced by the management to substantiate the charges leveled against the first party. It was neither a case of 'no evidence' or was a case of 'no legal evidence' so as to draw an interference that findings of the Enquiry Officer suffered from any perversity or arbitrariness. Learned Enquiry Officer in this case as noted above, has discussed at length the oral testimony as well as the documentary evidence and it is based on the said evidence rightly has come to the conclusion that charges of contributory negligence have been proved against the first party. Therefore, it must be held that first party was guilty of the charges of misconduct leveled the charge sheet against her.

13. Coming to the quantum of the punishment, keeping in view the facts and circumstances of the case, it appears to me that ends of justice will be met if the punishment imposed upon the first party in reducing her basic pay by one stage is limited to the period already passed from the date of punishment order till this day. Hence the following award.

ORDER

The punishment order passed against the first party reducing her basic pay by one stage for one year is modified to the extent that it shall come to an end as on the date of passing of this award. The basic pay reduced by one stage is ordered to be restored w.e.f. the date of passing this award. The first party shall not be entitled to any arrears towards the said basic pay from the date of impugned punishment order till the date of this award. No order to costs.

(Dictated to L D C, transcribed by him, corrected and signed by me on 24th August, 2006).

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 7 सितम्बर, 2006

का. आ. 3888.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैंगनीज ओर इन्डिया लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 27/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 01-09-2006 को प्राप्त हुआ था।

[सं. एल-27011/10/2003-आई आर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 7th September, 2006

S.O. 3888.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the Award (Ref. No. 27/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Manganese Ore (India) Ltd. and their workman, which was received by the Central Government on 01-09-2006.

[No. L-27011/10/2003-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE SHRI A. N. YADAV PRESIDING OFFICER CGIT-CUM-LABOUR COURT, NAGPUR

Case No. 27/2004

Date 29-08-2006

The General Manager (P), M.O. (I) Ltd., 3, Mount Road Extension, Nagpur.

Versus

The Secretary, Rashtriya Manganese Mazdoor Sangh, (INTUC), Bansi Villa Compound, Katol Road, Nagpur-13

AWARD

The Central Government after satisfying the existence of disputes between the Secretary, Rashtriya Manganese Mazdoor Sangh, Party no. 2 and the General Manager, M.O. (I) Ltd., Party no. 1 referred the same for adjudication to this Tribunal vide its letter No. L-27011/10/2003-IR (M) dt. 24-02-2004 under clause (d) of sub section (1) and sub section (2A) of Section 10 of ID Act with the following schedule :

"Whether the action of the management of M/s Manganese Ore (India) Ltd. Nagpur, in imposing the penalty of dismissal w.e.f. 11-09-2002 on Shri Munesh Vitthal, Piece rated worker, Mansar Manganese Mines is justified ? If not, to what relief the workman concerned is entitled ?"

The above dispute came for hearing before the Tribunal on 29-08-2006. The perusal of record shows that, no body has turned to the Tribunal in response to the notice issued by it as well as on the basis of receipt of the order of the Ministry. The order must have been sent directly to the authorized representative that too by a Registered Post. It was expected to appear but no body either union or individual Munesh Vitthal has appeared right from 26-09-2005. It is pending for filing of the Statement of Claim. This indicates that the party particularly the petitioner is not interested in prosecuting it. I do not think it proper to continue the case even without filing of the Statement of Claim by the petitioner or by the union. Hence this is dismissed for default of the petitioner.

A. N. YADAV, Presiding Officer

नई दिल्ली, 7 सितम्बर, 2006

का. आ. 3889.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैंगनीज ओर (इण्डिया) लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 25/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 01-09-2006 को प्राप्त हुआ था।

[सं. एल-27011/6/2003-आई आर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 7th September, 2006

S.O. 3889.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 25/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Manganese Ore (India) Ltd. and their workman, which was received by the Central Government on 01-09-2006.

[No. L-27011/6/2003-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

**BEFORE SHRI A. N. YADAV PRESIDING OFFICER
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. 25/2004

Date 29-08-2006

The General Manager (P), M.O. (I) Ltd., 3, Mount Road Extension, Nagpur.

Versus

The Secretary General, Rashtriya Manganese Mazdoor Sangh, Pahad Bonglow, Katol Road, Nagpur-13

AWARD

The Central Government after satisfying the existence of disputes between the Secretary General, Rashtriya Manganese Mazdoor Sangh, Party no. 2 and the General Manager, M.O. (I) Ltd., Party no. 1 referred the same for adjudication to this Tribunal vide its letter No. L-27011/6/2003-IR (M) dt. 20-01-2004 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of ID Act with the following schedule :

“Whether the action of the management of M/s. Manganese Ore (India) Ltd., Nagpur, in imposing the penalty of dismissal w.e.f. 11-09-2002 on Shri Dharma Ratan, Open Cast Piece rated worker, Mansar Manganese Mines is justified ? If not, to what relief the workman concerned is entitled ?”

The above dispute came for hearing before the Tribunal on 29-08-2006. The perusal of record shows that no body has turned to the Tribunal in response to the notice issued by it as well as on the basis of receipt of the order of the Ministry. The order must have been sent directly to the authorized representative that too by a Registered Post. It was expected to appear but no body either union or individual Dharma Ratan has appeared right from 23-09-2005. It is pending for filing of the Statement of Claim. This indicates that the party particularly the petitioner is not interested in prosecuting it. I do not think it proper to continue the case even without filing of the Statement of Claim by the petitioner or by the union. Hence this is dismissed for default of the petitioner.

A. N. YADAV, Presiding Officer

नई दिल्ली, 7 सितम्बर, 2006

का. आ. 3890.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैंगनीज ओर (इण्डिया) लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 24/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-9-2006 को प्राप्त हुआ था।

[सं. एल-27011/7/2003-आई आर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 7th September, 2006

S.O. 3890.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 24/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Manganese Ore (India) Ltd. and their workmen, which was received by the Central Government on 1-9-2006.

[No. L-27011/7/2003-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

**BEFORE SHRI A. N. YADAV, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. 24/2004

Dated : 29-08-2006

The General Manager (P), M. O. (I) Ltd., 3, Mount Road Extension, Nagpur

Versus

The Secretary General, Rashtriya Manganese Mazdoor Sangh, Pahad Bonglow, Katol Road, Nagpur-13.

AWARD

The Central Government after satisfying the existence of disputes between the Secretary General, Rashtriya Manganese Mazdoor Sangh, Party No. 2 and the General Manager, M. O. (I) Ltd., Party No. 1 referred the same for adjudication to this Tribunal vide its Letter No. L-27011/7/2003-IR(M) dt. 20-1-2004 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of ID Act with the following schedule.

“Whether the action of the management of M/s. Manganese Ore (India) Ltd. Nagpur, in imposing the penalty of dismissal w.e.f. 17-9-2002 on Shri Ramchandra Gaddu, Piece rated worker, Mansar Manganese Mines is justified? If not, to what relief the workman concerned is entitled?”

The above dispute came for hearing before the Tribunal on 29-8-2006. The perusal of record shows that, no body has turned to the Tribunal in response to the notice issued by it as well as on the basis of receipt of the order of the Ministry. The order must have been sent directly to the authorized representative that too by a Registered Post. It was expected to appear but no body either union or individual Ramchandra Gaddu has appeared right from 26-9-2005. It is pending for filing of the Statement of Claim. This indicates that the party particularly the petitioner is not interested in prosecuting it. I do not think it proper to continue the case even without filing of Statement of Claim by the petitioner or by the union. Hence this is dismissed for default of the petitioner.

A. N. YADAV, Presiding Officer

नई दिल्ली, 7 सितम्बर, 2006

का. आ. 3891.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैंगनीज ओर (इण्डिया) लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 28/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-9-2006 को प्राप्त हुआ था।

[सं. एल-27011/9/2003-आई आर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 7th September, 2006

S.O. 3891.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 28/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Manganese Ore (India) Ltd. and their workman, which was received by the Central Government on 1-9-2006.

[No. L-27011/9/2003-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

**BEFORE SHRI A. N. YADAV, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

C.R. No. 28/2004

Dated: 29-08-2006

The General Manager (P), M. O. (I) Ltd., 3, Mount Road Extension, Nagpur

Versus

The Secretary, Rashtriya Manganese Mazdoor Sangh, (INTUC), Banshi Villa Compound, Katol Road, Nagpur-13.

AWARD

The Central Government after satisfying the existence of disputes between the Secretary, Rashtriya Manganese Mazdoor Sangh, Party No. 2 and the General Manager, M. O. (I) Ltd., Party No. 1 referred the same for adjudication to this Tribunal vide its letter No. L-27011/9/2003-IR(M) dt. 24-2-2004 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of ID Act with the following schedule.

“Whether the action of the management of M/s. Manganese Ore (India) Ltd. Nagpur, in imposing the penalty of dismissal w.e.f. 11-9-2002 on Shri Manoj Somnath, Open Cast Piece rated worker, Kandri Manganese Mines is justified? If not, to what relief the workman concerned is entitled?”

The above dispute came for hearing before the Tribunal on 29-8-2006. The perusal of record shows that, no body was turned to the Tribunal in response to the notice issued by it as well as on the basis of receipt of the order of the Ministry. The order must have been sent directly to the authorized representative that too by a Registered Post. It was expected to appear but no body either union or individual Manoj Somnath has appeared right from 26-9-2005. It is pending for filing of the Statement of Claim. This indicates that the party particularly the petitioner is not interested in prosecuting it. I do not think it proper to continue the case even without filing of Statement of Claim by the petitioner or by the union. Hence this is dismissed for default of the petitioner.

A. N. YADAV, Presiding Officer

नई दिल्ली, 7 सितम्बर, 2006

का. आ. 3892.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सीसा गोवा लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, मुंबई के पंचाट (संदर्भ संख्या सी. जी. आई. टी.-2/190/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-9-2006 को प्राप्त हुआ था।

[सं. एल-36012/1/99-आई आर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 7th September, 2006

S.O. 3892.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT-2/190/1999) of the Central Government Industrial Tribunal-cum-Labour Court, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Sesa Goa Ltd. and their workman, which was received by the Central Government on 5-9-2006.

[No. L-36012/1/99-IR (M)]
B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT:

Shri A. A. Lad, Presiding Officer

Reference No. CGIT-2/190 of 1999

Employers in relation to the management of M/s. Sesa
Goa Ltd.

M/s. Sesa Goa Ltd.,
The Managing Director,
Sesa Ghor, Panjim,
Goa.

AND

Their workmen

Shri Ulhas M. Kalshaokar,
H. No. 157, Chinchalwade, Navelim,
Salcete, P. O. Margao, Goa-403803.

APPEARANCES:

For the Employer : Mr. P. J. Kamat, Advocate

For the workmen : In person

Date of reserving Award : 21st June, 2006

Date of passing of Award : 25th July, 2006

AWARD-II

1. The Government of India, Ministry of Labour by its Order No. L-36012/1/99/IR(M) dated 10th September, 1999 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of M/s. Sesa Goa Ltd., Goa in terminating the services of Shri Ulhas M. Kalshaokar, Clerk w.e.f. 18-8-97 is legal and justified? If not to what relief the workman is entitled for?"

2. Shri Ulhas M. Kalshaokar was in the employment of management M/s. Sesa Goa as Clerk in Processing Plant Codli since 1982. By Statement of Claim (Exhibit 7) workman contended that while on duty at mechanical/electronic weighbridge he was issued charge sheet dated 16-1-1996 and 5-2-1996 alleging misconduct against him regarding issue of bogus slips pertaining to certain trips performed by trucks and that he was suspended under the provisions of the standing orders of the company. He replied that charge sheet on 20th February, 1996 denying the allegations in toto. Workman averred that inquiry was held by Mr. Lotlikar from 7th March, 1997 and that report was prepared on 24th August, 1996. He pleaded that inquiry was held violating the principles of natural justice i.e. he was not explained the procedure of inquiry and the charges, he did not understand the charges as he was not conversant with the complicated procedure of inquiry. Inquiry Officer did not give sufficient time to Defence Representative though time given to management witnesses to reply the question and thereby the inquiry officer favoured the Management witnesses to reply the question and thereby the inquiry officer favoured the management. It is averred by the workman that the inquiry officer without considering the evidence to favour the management conducted the inquiry and prepared the report which is perverse consequently vitiates the inquiry. It is contended that the management wrongly accepting the inquiry report terminated him from the service, for which he had approached the ALC(C) Goa however conciliation failed. It is averred for the above reasons the inquiry be set aside and the management be directed to reinstate him with full back wages.

3. The Management resisted the claim of workman by filing Written Statement (Exhibit 8) contending that the workman was initially employed on temporary basis as a 'trip counter' from 16 April, 1980 and thereafter he was confirmed on regular basis from 1982 and that he was promoted as clerk from 1st January, 1994. It is pleaded that the workman is a clerk at the mechanical weighbridge/electronic weighbridge had to weigh the loaded truck and write a transit slip and maintain the records to that effect, as the company was involved in extraction of iron ore and its exports. For transportation of the ore, the company engages trucks on hire from different parties and the hire charges are paid as per the trips made and tons of ore transported. For that it is contended a transit slip in triplicate is to be made by the plant persons and two copies thereof are to be issued to the truck driver first who in turn hands over the duplicate to the weighbridge clerk and weighment of the truck, the clerk at the weighbridge issues a weighbridge slip to the driver of the truck with all the particulars as to the weight, time of loading, date, place of unloading, quality etc. entering the said slip. It is pleaded the workman while on duty in the month of October and November, 1995 on various dates issues bogus WBSs to the hired trucks without making the trips, issued

unauthorized and inconsistent slips without entering the time prejudicial to the interest of the company, thereby committed dishonesty, negligence i.e. serious misconduct under the Certified Standing Orders, therefore, he was suspended and charge sheets were issued to him on 16th January, 1996 and 5th February, 1996. It is pleaded that the inquiry officer giving sufficient opportunity to the workman and his Defence Representative Mr. Ganesh Gaonkar, on the basis of evidence and the documents, vide report dated 7th November, 1996 held workman guilty which findings were conveyed to the workman and his say was sought and considering that the management issued him notices and thereafter he was terminated from 18 August, 1997 complying the provisions of Section 25F of the Industrial Disputes Act. Consequently it is contended inquiry being proper and the findings not perverse, workman's claim being devoid of substance, deserves to be dismissed.

4. By Rejoinder (Exhibit 13) workman reiterated the recitals in the Statement of Claim denying the averments in the Written Statement.

5. On the basis of the pleading my Learned Predecessor framed Issues (Exhibit 15) and in the context of preliminary issues workman filed affidavit in lieu of Examination-in-Chief (Exhibit 22) and closed oral evidence vide purshis (Exhibit 32) and that inquiry officer Lotlikar in rebuttal filed affidavit in lieu of Examination-in-Chief (Exhibit 36) and the Management closed evidence vide purshis (Exhibit 38).

6. In view of the above matter my Ld. Predecessor framed issues at Exhibit 15 and treated the issue of domestic enquiry and perversity of finding as preliminary issues. Said issues were answered by my Ld. Predecessor by passing Award on 8 January, 2003 holding enquiry fair and proper and finding not perverse. Now, following Issues have remained which are answered as under :

Issue	Findings
3. Whether the action of the Management in terminating the services of Ulhas Kalshaokar, Clerk w.e.f. 18-8-97 is legal and justified ?	Yes
4. If not to what relief the workman is entitled for ?	As per Order below

REASONS

Issue Nos. 3 and 4 :

7. At the stage of second round of litigation which is specifically posted for leading evidence to show the punishment awarded to 2nd Party Workman whether is just and proper and if not what relief 2nd Party can get ? As far as this part of the reference is concerned, it is pertinent to note that, on that evidence is not lead by any of the side i.e. by 2nd Party as well as by 1st Party. Then matter was posted for arguments. However, 2nd Party did not raise

any new points to reconsider the punishment awarded by the Management not adequate whereas, against that, 1st Party submitted written submissions which is filed at Exhibit 67 by referring some case laws and submit that, order of punishment be maintained.

8. It is a matter of record that, enquiry was conducted against 2nd Party Workman. It was declared fair and proper. Even it was declared that, finding of the Enquiry Officer was not perverse. It means that, finding given by the Enquiry Officer was on the basis of the evidence, when there was reason for the Enquiry Officer to observe 2nd Party Workman guilty of the charges leveled against him, and when accordingly he gave finding which is not disturbed by this Tribunal while passing Part I Award, it can be said that, evidence was placed before the Enquiry Officer was sufficient to uphold 2nd Party Workman guilty of the charges leveled against him. Even, if we peruse the charges leveled against 2nd Party Workman, we find, First Party has elaborated it in its Written Statement filed at Exhibit 8 by giving procedure adopted at sight in weighing Trucks and getting their charges of the material transported by each of it. That is not disputed by 2nd Party. It is a matter of record that 2nd Party Workman worked with 1st Party initially as a Clerk at Mechanical/Weighbridge which is called Electronic Weighbridge where the loaded trucks were brought to weigh the material carried by it and accordingly their charges were paid. It is a matter of record that, the Company is involved in extraction of Iron Ore and its exports. Said Company uses trucks for transportation of the ore by hiring such vehicles. The record is maintained by the Company to pay charges of the Iron loaded by each truck. The trucks are loaded with material. Transit slip in triplicate is made by the plant person and 2 copies thereof are to be issued to the first truck driver, who in turn hands over the duplicate copy to the Weighbridge Clerk. After weighing the Truck the Clerk at the Weighbridge issues a Weighbridge slip to the driver of the truck with all particulars as to the weight of the material carried by the truck, time of loading, date, place of unloading, etc. The set of the said transit slip is made for the material which is loaded by a machine for a specific destination. If there is any change either in the loading machine or material or the place of destination of unload, then other transit slip is issued to the driver of the first truck. The different books of weighbridge slips are issued to the weighbridge clerk for various types of material being transported to different destinations. The electronic slips are issued to such truck drivers which contain serial number, truck number, date, tare weight, total weight and net weight are printed by the weighbridge printer and rest of the particulars are filled in by the weighbridge clerk. Out of the duplicate weighbridge slips issued to the truck driver, he retains the duplicate slip for himself and produces the original slip to the Bunder Incharge in token of his bringing the material at the Bunder and completing the trip. Thereafter Bunder Incharge makes

a consolidated statement of all the original weighbridge slips received by him and sends the said statement to the Mining Office at Codli alongwith the original WBSs. Thereafter Mining Office tag those slips as per the machine loading, the shift loading, type of material, place of loading and the place of destination and sends those to the Electronic Data Processing Unit at Codli. Then Mining Office also receives the triplicate copy of all the WBSs issued by the respective weighbridge clerks and compare the same with the originals received from the Bunder Incharge and the record of the daily missing trips is kept in the Mines office. The missing WBSs could be of the trucks which are unloaded on the roads for one reason or the other and such missing slips are not considered for the purpose of making payments to the truck owners. As per Company's statement it started getting reports that, trucks are getting payments for the trips not made by them. So enquiry was initiated and checking was conducted. In that, Company find out the actual culprit. It checked all the WBSs in original and the trips made by each truck on a daily basis. After considerable painstaking efforts, company noted that Truck No. H 1059 was making lesser actual trips but having more original WBSs reaching the Mining office. Therefore, the Company concentrated on the trips made by the said truck No. H-1059 and noticed that, whenever the extra original WBSs were produced than actual trips made the said truck. Second Party Workman, Mr. Kalshaokar was on duty as Weighbridge Clerk. The Company, i.e. 1st Party, also noticed that said truck on 8th, 9th, 10th, 11th and 20th November, 1995 got bogus WBSs issued by the 2nd Party Workman. It is also noted that on 1st, 11th, 13th, 14th, 18th, 19th, 20th and 30th October, 1995 such bogus slips were issued to the said truck. Accordingly Company noted it as a serious and gross misconduct at the hands of the 2nd Party towards the Company. So it suspended 2nd Party Workman, appointed Enquiry Officer who conducted enquiry and in turn submitted finding holding 2nd Party Workman guilty of issuing such bogus slips in favour of hired Truck No. H-1059. The Enquiry Officer, Mr. S. R. Lotlikar, conducted said enquiry. As far as enquiry is concerned 2nd Party was represented by Ganesh Gaonkar, Union representative who represented the 2nd Party Workman and who has experience in representing such employees in the enquiry. After conducting enquiry. Enquiry Officer, Mr. Lotlikar, observed 2nd Party Workman guilty of the charges leveled against him of fraud and/or misconduct in connection with the business and property of the Company which fall under Clause 21(c) and habitual or gross neglect of work or habitual or gross negligence which fall under clause 21(j) which fall under the Certified Standing Orders of the Company which are applicable to the employees working with the 1st Party for which punishment of dismissal was available. Accordingly said punishment was given. It was challenged by the 2nd Party by preferring appeal. However, the reason given by the 2nd Party to set aside termination was not accepted by the

Disciplinary Authority and Disciplinary Authority maintained the order of dismissal which is agitated by the 2nd Party Workman.

9. Looking to the charges leveled against 2nd Party Workman and noting that, those were proved against him which are of very serious nature looking the business of the Company and punishment awarded of termination, we find charge of fraud and dishonesty in connection with the business or property of the Company and habitual or gross neglect of work or habitual or gross negligence of work are proved against the 2nd Party Workman. Those are in connection with the business of the 1st Party. It is a matter of record that, 1st Party was doing said business. If it tolerated then, it will find difficult, for the 1st Party, to run the said business and survive in it. It should be noted that, the work of the 2nd Party was at the grass root level. In fact it was providing the work to the 1st Party as material was brought though trucks where 2nd Party was serving and acknowledging the receipt of the material brought by the Trucks. If material is not brought and bogus receipts are issued, then 1st Party has to pay to such transporters which actually did not transport any material or supply to the first Party. When such material was not supplied to 1st Party, when question arises how 1st Party will run the business, earn and pay to the workers? In fact work of the 2nd Party Workman was at the very root level of the business of the 1st Party and at that level if such things are going on then, it will find difficult for the 1st Party to survive and remain in the business. So in this set of circumstances, if an example is given that, such acts cannot be tolerated by the 1st Party, if it is, made known that Company is not taking harsh steps against such element, it is taking such harsh steps of removal, definitely it will give signal to the other workers working with the 1st Party to work properly and honestly. So, according to me the punishment of this type to act of this type cannot be observed as disproportionate as the charges leveled against the 2nd Party are proved against him and are of very much connected with the business of the 1st Party. Besides, by this punishment other staff members will take lesson and will be punctual and honest in work. So I find, there is no abnormality in awarding punishment to such type of workmen. So I conclude that, punishment under challenge is just and proper looking to the gravity of the charges proved against the 2nd Party workman and repercussion of it on the business of the company.

10. When charge leveled against 2nd Party Workman was proved, when finding was proper the punishment awarded is just and proper. So I do not find 2nd Party has any reason to pray.

11. In view of the discussions made above I conclude that, the punishment of termination awarded on 2nd Party which was effected with effect from 18th August, 1997 is legal and justified. Accordingly I answer the above Issues to that effect and passes the following order :

ORDER

- (a) Reference is rejected;
(b) No order as to costs.

Mumbai,
25th July, 2006

A. A. LAD, Presiding Officer

नई दिल्ली, 7 सितम्बर, 2006

का. आ. 3893.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बारसुआ आयरन माईन्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, भुवनेश्वर के पंचाट (संदर्भ संख्या 26/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-9-2006 को प्राप्त हुआ था।

[सं. एल-29012/77/2000-आई आर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 7th September, 2006

S.O. 3893.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 26/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Barsua Iron Mines and their workmen, which was received by the Central Government on 1-9-2006.

[No. L-29012/77/2000-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR****PRESENT:**

Shri N. K. R. Mohapatra, Presiding Officer, C.G.I.T.-cum-Labour Court, Bhubaneswar.

Industrial Dispute Case No. 26/2000

Date of Passing Award—31st July 2006

BETWEEN:

The Management of the General Manager, Barsua Iron Mines, RMD, SAIL, P.O. Tensa, Distt. Sundargarh-770001 ... 1st Party-Management

AND

Their workmen, represented through the Secretary, United Mines Mazdoor Union, At. Smruti Sadan, P.O. Barsuan, Dist. Sundargarh-770001.

... 2nd Party-Union.

APPEARANCES:

For the 1st Party- : R. C. Tripathy, Manager, Law, Management R. M. D. SAIL.

For the 2nd Party- : None.
Union

AWARD

The Government of India in the Ministry of Labour, in exercise of Powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-29012/77/2000-IR(M), dated 17-10-2000 :—

"Whether the action of the management of Barsua Iron Mines, Raw Material Division, SAIL, Barsua by deduction the wages from "B" Shift of 27-10-1997 to "B" Shift of 28-10-1997 to the workmen (as per list enclosed) without observing the provisions of Payment of Wages Act and also in contradiction to the report of the In-charge, DIO, Barsua Valley is justified? If not, what relief the workmen are entitled to?"

2. The following is the list of workmen who had allegedly worked in different shifts on 27-10-1997 and 28-10-1997 as indicated in respective columns.

27-10-97—"B" Shift	28-10-97—"A" Shift
1. Dileswar Sahoo.	1. Raj Hembram.
2. Bardhan Kanduluna.	2. Smt. Etawary.
3. N. K. Rana.	3. Balaram Patra.
4. S. S. Singh.	4. Nata Kissan.
5. P. K. Tripathy,	5. Maghu Munda.
6. Tiwary Purty.	6. J. K. Das.
7. Sidhu Naik.	7. Rajan Naik.
8. Ratna Patra.	8. Masidas Sungun.
9. Nirakar Naik.	9. Sanika S. Routia.
10. Manu Mukhi.	10. A. M. Patra.
11. H. B. Behera.	11. P. N. Singh.
	12. Abram Soy.

28-10-97—"B" Shift	28-10-97—"G" Shift
1. Dileswar Sahoo	1. Benjamin Dung.
2. N. K. Rana	2. B. B. Das.
3. Bishnu Murdu	3. Sridhar Mahant.
4. Ajambar Rout.	4. Thakur Prasad.
5. S. N. Roy.	
6. S. S. Singh.	
7. P. K. Tripathy.	
8. Tiwary Purty.	
9. Sidhu Naik.	
10. Ratna Patra.	
11. Manu Mukhi.	
12. H. B. Behera.	

3. As per the claim statement the above noted workmen are the permanent employees of D. O. I. Section of the Management. On 27-10-1997 and 28-10-1997 they worked fully in their respective shifts but the Management without any rhyme and reasons did not pay their wages even though the shift in-charge had reported them to have had worked fully on 27 and 28-10-1997.

4. In reply to the above the Management in its written statement has averred that in the midst of "B" Shift of 27-10-1997 the workers stopped their work for a while in response to an abrupt illegal strike call given by the Union. On the following day i.e. on 28-10-1997 these workers did not even attend to their respective shift duties and therefore the Management had to deduct their wages proportionate to the hour of work actually performed by these workers on 28-10-1997 alone but there was no such deduction from the wages of 27-10-1997. It is further contended by the Management that all the 39 disputants are not the victims of the above deduction. Rather of these 39 workers the wages of 26 workers have been deducted 5 workers full wage and 11 workers 2 hours wages have been deducted and as such the entire claim of the Union is liable to be rejected the same being unspecific and tainted with suppression of facts.

5. It be noted here that during pre-litigation stage the Management had filed his objection before the Asst. Labour Commissioner (Central) alleging that the deduction was the outcome of an illegal strike. The said objection marked as Ext.-6 on behalf of Union shows that due to an abrupt strike call given by one of the Unions the workers in attendance had stopped their work from the midst of "B" Shift of 27-10-1997 till the end of "B" Shift of 28-10-1997 and that for this the wage of the workers was proportionately deducted considering the period during which they had disassociated themselves from the work. But most surprisingly having suppressed these facts the Union has come up with the present case saying that the entire wages of 39 disputant-workers for 27 and 28-10-1997 have been withheld by the Management without any rhyme and reasons. The terms of reference is also found to have been tuned with such suppression of facts. Besides though according to the Union the Management has withheld the entire wages of 27 and 28-10-1997 of the disputant-workers, the witness examined on its behalf speak differently that a portion of the wages of the above two days has been deducted by the Management. When asked about the deduction made from his wages the witness says that such deductions have been made from his wages of 27 and 28-10-1997 even though 27th was a off day for him as evident from Ext.-B. He further could not say about the quantum of deductions made from his wages. After going through the entire claim statement and the evidence adduced from the side of the Union I am of the opinion that the claims of the Union can not be

accepted without a pinch of salt as it suffers from suppression of material facts.

6. On the other hand the management witness has categorically deposed without any challenge from the other side that the above deductions of wages of the workers for 28-10-1997 relates to the period of illegal strike staged by the workers. His evidence further indicates that wages of the workers have only been deducted proportionate to the hour of work actually performed by them. The wagon weightment, register of the above two dates as available in the record show that in fact there was an illegal strike of workers from the midst of "B" Shift of 27-10-1997 till the end of "B" shift of 28-10-1997. The wage deduction chart (Ext.-B) also shows that in fact such deduction has been made proportionate to the hour of works not performed by the workers. It also discloses that there is deduction of wages for 28-10-1997 in respect of 26 workers only but not in respect of entire 39 disputants as claimed by the Union. So also it discloses that there was no wage deduction for 27-10-1997 though it is otherwise claimed by the Union.

7. Thus in view of the above discussion I hold that the claim of the Union is not free from suppression of material facts and therefore the action of the Management is held to be justified, the deduction made being in consonance with the provisions envisaged under Payment of Wages Act.

8. Accordingly the reference is answered.

Dictated and corrected by me.

N. K. R. MOHAPATRA, Presiding Officer

नई दिल्ली, 7 सितम्बर, 2006

का. आ. 3894. — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दलाल ब्रदर्स फ्रेट एण्ड फारवार्डर्स प्रा. लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, मुंबई के पंचाट (संदर्भ संख्या सी. जी. आई. टी.-2/112/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-9-2006 को प्राप्त हुआ था।

[सं. एल-30011/30/2000-आई आर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 7th September, 2006

S.O. 3894.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT-2/112/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Dalal Bros, Freight and Forwarders Pvt. Ltd. and their workmen, which was received by the Central Government on 5-9-2006.

[No. L-30011/30/2000-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. II, MUMBAI****PRESENT:**

Shri A. A. Lad, Presiding Officer.

Reference : CGIT-2/112 of 2001

Employers in relation to the management of:

M/s. Dalal Bros. Freight Forwarders Pvt. Ltd.

The Director,

M/s. Dalal Bros., Freight and Forwarders Pvt. Ltd.,

14, Krishna Niwas, 2nd Floor,

SBS Marg, Fort, Mumbai-400001.

AND

Their workmen.

The Secretary,

Transport and Dock Workers Union,

P. D'mellow Bhavan, Carnac Bunder,

Mumbai-400038.

APPEARANCES:

For the Employer : Shri D. A. Athawale, Advocate.

For the Workmen : Mr. Jaiprakash Sawant,
Advocate.

Date of reserving Award : 1st May, 2006

Date of passing of Award : 26th June, 2006

AWARD

1. This reference was sent by the Under Secretary to the Government of India, Ministry of Labour, by its Order No. L-31011/30/2000-IR(M) dated 8th October, 2001 in exercise of powers conferred by Clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947, to this Tribunal for adjudication :

"Whether the action of the management of M/s. Dalal Bros. by retrenching S/Shri Kirthi M. Gandhi, Narendra U. Mehta and Suresh N. Jadhav from the services of the Company is justified and proper ? If not then, what relief the workmen are entitled ?"

2. To support the subject matter referred in the reference 2nd Party, Union filed Statement of Claim at Exhibit 6, stating that, the constitution of Dalal Bros. has been changed from partnership firm to a private limited with effect from 2nd May, 1996 in the new name as of M/s. Dalal Bros. Freight Forwarders Pvt. Ltd. By letter dated 25th September, 1996 it was informed accordingly to the Union regarding the said change. According to Union, employees are the members of the 2nd Party Union and whereas M/s. Dalal Bros. Freight Forwarders Pvt. Ltd. is a member of the Bombay Customs House Agents

Association. Said Union signed settlement with the Bombay Customs House Agents Association from time to time for revision of wages and improvement in the service conditions of the workmen employed by the Customs House Agents including the Management of M/s. Dalal Bros. Freight Forwarders Pvt. Ltd. These settlements have been arrived at under the provisions of the Industrial Disputes Act, 1947 and the terms of these settlements are binding on the management of M/s. Dalal Bros. Freight Forwarders Pvt. Ltd. Shri Kirti Gandhi, Narendra Mehta and Suresh Jadhav were in continuous service of the Management from 1-11-1972, 1-6-1979 and 1-5-1974 respectively. They were working in the category of Head Clerk, Customs Clerk and Senior Clerk respectively. They were active members of the Union and have played important role in getting justice to the members of the Union. The Management started making less payments with effect from October, 1998 without assigning any reason. It made unauthorized deductions of 35% of wages from October, 1998. These three workmen mentioned above protested against such unauthorized deductions from their wages and dispute was admitted before Conciliation Officer. In the course of conciliation the Management agreed to make full payment of wages. However, Management failed to do it. As a result of that Management started anti-labour practice. These three workmen raised wages dispute before the Regional Labour Commissioner-Central by representation dated 2nd May, 2000. Said dispute was admitted in conciliation before Assistant Labour Commissioner-Central, Mumbai, who directed Management to submit their comments. Union submits that the Management did not like this dispute raised by the above 3 workers. To take revenge Management did not permit Gandhi and Mehta to report on duty though they reported on 26th May, 2000. On that day it was told by the Management at 6.00 p.m. that due to lack of work they cannot continue these workers and asked them to stop reporting on work from 27th May, 2000. Shri Jadhav, one of the three, was granted privilege leave from 22nd May, 2000 to 31st May, 2000 and when he reported on duty on 1st July, 2000 Mr. Aswani, Director of the Management did not allow him. So Union filed complaint before the Regional Labour Commissioner-Central regarding action of the Management for intervention in the dispute and show cause notice was issued. Since it was not accepted by the 1st Party a failure report was submitted and the subject matter was sent here for adjudication. So according to the Union while stopping these workers to report on duty it did not follow the provisions of Industrial Disputes Act as laid down under Section 25(f) and 25(g). They did not offer compensation nor gave notice of one month or offered salary of one month in lieu of the notice. No reason is assigned about their retrenchment. So it is submitted that, they may be reinstated in service with effect from 27-5-2000 with full backwages and consequential benefits observing that their stoppage to report on duty by order

dated 26th May, 2000 and against Jadhav from 1st July, 2000 is illegal and not justified.

3. This prayer is disputed by the 1st Party by filing written statement at Exhibit 8 stating that, there is now work with 1st Party and so it declared its intention by calling them in the office asking them not to report on duty since it cannot continue the employment of these workers. It is denied that, due to their Union activities action of retrenchment is taken against these three workers. It denied that, provisions of Section 25(f) are not followed. The case of the 1st Party is that, cheques were offered to them at the time of intimidating them not to report on duty with their all legal dues and they accepted it. There is no substance in the say of the Union that, the provisions of Section 25(f) and (g) are not followed while retrenching them. It is denied that, services of these workmen are retrenched unlawfully and illegally to victimize them. It is submitted that alternative job was offered to these workmen, however, they refused to accept it and left with no choice but to terminate their services by way of retrenchment. 1st Party, therefore, prayed that the reference be rejected.

4. In view of the above pleadings my Ld. Predecessor framed Issues at Exhibit 10 which I answer as follows :

Issues	Findings
1. Whether the reference is maintainable as averred in W. S. Para 4 ?	Reference is maintainable
2. Whether the management complied with the provisions of Section 25F of the Industrial Disputes Act ?	No
3. Whether the action of the management of M/s. Dalal Bros., by retrenching S/Shri Kirthi M. Gandhi, Narendra U. Mehta and Suresh N. Jadhav from the Services of the Company is justified and proper ?	No
4. What relief the workmen are entitled ?	As per order passed below

REASONS

Issues Nos. 1 to 3 :

5. In the above mentioned reference, employees involved in the proceedings, namely Shri Kirti M. Gandhi, Narendra U. Mehta and Suresh N. Jadhav made out case that, they were illegally retrenched without following due process of law. Notice of one month was not given, nor salary of one month in lieu of notice was offered to them. Even retrenchment compensation was not offered and as such action taken by the 1st Party without following due process of law require to probe by this Tribunal, by allowing

reference and directing 1st Party to reinstate them since action of it is not just and proper. Whereas case of the 1st Party is that, it had offered compensation, however, it was not accepted by these workers, 1st Party is running in loss. Since it has no work and cannot continue these workers it has no option but to retrench them. Besides it is stated that alternative work was offered to them but that was not accepted by them. Since alternative work offered to them is not accepted by these workers they, have no voice to say any more in this regard.

6. To prove that, 2nd Party placed reliance on the evidence of affidavit of Narendra Mehta, examined at Exhibit 14, was cross-examined by 1st Party. Whereas 1st Party placed reliance on the evidence of affidavit of G. H. Aswani, one of the Directors, was cross-examined at Exhibit 20. Both have decided to place reliance on the evidence of these 2 witnesses only. Actually Mehta is only examined though subject matter of the reference is regarding Kirti M. Gandhi and Suresh N. Jadhav alongwith Mehta.

7. Now, let us see what Mehta states in the proceedings and in his affidavit who just narrates the story as stated in the Statement of Claim regarding his employment and how he was terminated with effect from 27th May, 2000 under the grab of retrenchment. He also made out the case that, Shri Kirti Gandhi and Suresh Jadhav were also retrenched. He states that no alternative work was offered. No procedure was followed as contemplated under Section 25(f) of the Industrial Disputes Act. No alternative work was offered as alleged. Even process of last come first go was not followed. In the cross this witness states that, workers in their place are working of which he produced, Xerox copies, with list at Exhibit 17. He work in Dock as well as in office. He was working as a Senior Clerk in the Customs Department. Jadhav was also working as Senior Clerk in Dock and Transport Section, whereas Kirti Gandhi was working as a Head Clerk. He admits that, he received cheque amount with letter and notice. At the time of retrenchment he was doing Customs work. He admits that, he owns Rikshaw. He admits that he has no evidence to show that, Company deals in transportation. He admits that he has no evidence to show that, Company is making profit. He states that he claims legal dues. Whereas witness examined by 1st Party made out case that, Company has no work. The action of the Company is just and proper. Alternative work was given but not accepted by the Workers. However, in his cross, this witness states, he is one of the Directors of the Company. He admits that Company has taken new office at JNPT. Office of the Company is air-conditioned. He admits that, 10 Mobiles are provided to staff. He also states that, Company uses Honda Car bearing No. MH-40 Y 7060. He admits that, Haresh Lalwani and Sunder Lalwani are the Directors of M/s. Container Carriers International Pvt. Ltd. He states that, the Company is member of Bombay Customs House Agents Association holding licence No. 11.81. He admits

that, workers like Dhule, Patil, Puri, Porkharkar and Koira are working with 1st Party since 1996-97. He admits that, he has no documents to show that, alternative job was offered to these workers. He admits that, letters at pages 24, 25, 29, 31 of Exhibit 11 were received by the Company given by the workers.

8. So this is the evidence led by both, from which, it is crystal clear that, legal dues were not offered to the workers. In the cross worker examined by the 2nd Party by name Mehta admits that he received notice and cheque amount. It is pertinent to note that it is not pointed out which document was referred to. This witness, on the contrary, in the examination-in-chief states that, he did not receive dues and others claims. Even witness of the 1st Party admits that, letters at pages 24, 25, 29, 31 of Exhibit 11 were received by the 1st Party. All these shows that, they were demanding their dues and reveals legal dues were not paid to them. So mere admission of Mehta that he received legal dues with notice is not sufficient. On the contrary the case made out by the 1st Party is that, they did offer legal dues but were not accepted by the concerned employee. Besides, it is the case of the 1st Party that, alternative work was offered to them but it was not accepted by the concerned workers. But in the cross and in the evidence it is not brought on record by the 1st Party by which correspondence alternative work was offered and by which document legal dues were paid and were not accepted by the workers or accepted by the workers. On the contrary Director of the 1st Party's Advocate was pressing on the admission of Mehta that, he is claiming only legal dues and according to him legal dues means only monetary claim. But this argument accept the position that legal dues were not paid to the workers. Whereas Ld. Advocate for then Second Party submits that, legal dues covers, reinstatement with other monetary benefits like salary of one month in lieu of the notice and retrenchment compensation of 15 days per year of the entire service period. Here no such case is made out by the 1st Party that, he complied the precondition before retrenching employees, offered alternative work as tried to be made out in the reply. Besides, it is the matter of record that, seniority list is not prepared. The admission of the 1st Party's witness viz. Mr. Aswani, who is one of the Directors, reveals that, he has no evidence to show that alternative work was provided to the workmen. It also reveals that 1st Party is in sound financial position. It reveals that it is in a position to provide 10 mobiles to its employees and using Honda car as well as having new office at JNPT and office at Oriental House is air-conditioned. However, it is a matter of record that Company is member of Bombay Custom House Agents Association. However, it has not produced evidence to show that it is running in loss and has no work. Only one of the claimants is having Riksha, it does not mean that he has sufficient source of income. As far as other 2 are concerned, no case of any type is made out by the 1st Party about their source of income.

9. Besides these facts, Ld. Advocate for the 2nd Party placed reliance on the citations published in 1995 II CLR p. 599 (M.S.E.B. Workers Federation V/s. Mah. State Electricity Board & Ors.) to emphasis that, when seniority list is not prepared and first come last go rule is not followed while removing employees, such a retrenchment is bad in law and must be corrected by order of reinstatement with benefits of back wages. It also placed reliance on the citation published in 1992 LAB. I.C. p. 678 (General Manager, Northern Railway V/s. Judge, Central Industrial Tribunal and Ors.), citation published in 1984 LAB. I.C. p. 445 (Navbharat, Hindi Daily, Nagpur V/s. Navbharat Shramik Sangh), citation published in 1960 ILLJ p. 504 SC (Swadesamitran Ltd. V/s. Their Workmen), citation published in 1958 II LLJ p. 152 [P. Orr. & Sons (Pvt.) Ltd. V/s. Their workmen]. Against that 1st Party placed reliance on citation published in 1966 II LLJ page 324 (SC) (Om Oil and Oil Seeds Exchange Ltd. V/s. Their Workmen), to show that first come last go rule need not be followed in valid circumstances. In our case no such reasons are given which is valid as to why 1st Party is unable to follow said rule and to support that how it is placing reliance on the observations made in the above referred cases? He also placed reliance on the citation published in 2001 I CLR page 243 to justify the action of the 1st Party that the employee must to show that he is not earning anything. But here at the same time, case of the 1st Party must be that claimant is having source of income and that question arises only in case of awarding back wages. Here at the most in case of one employee Mehta who is examined will help that but no case is made out regarding other 2 employees. 1st Party cross-examined Mehta about his source of income is not sufficient to say something or something regarding source of income of others.

10. Considering all this coupled with the case made out by both, I conclude that retrenchment under the reference is not just and proper and was not done by following due process of law. So I answer these Issues to that effect and conclude that employees involved in the reference must get benefit of it with the order of reinstatement and back wages. Hence, the order :

ORDER

- (a) Reference is allowed;
- (b) 1st Party directed to reinstate Kirti M. Gandhi, Narendra U. Mehta and Suresh N. Jadhav and give 50% back wages from the date of their termination till they are reinstated;
- (c) In the circumstances there is no order as to its costs.

Mumbai,
26th June, 2006

A.A. LAD, Presiding Officer

नई दिल्ली, 8 सितम्बर, 2006

का. आ. 3895.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मो. अफजल शेख अंजाना, पो. चाची पाकुड़ माईन्स, दुर्गापुर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, पटना के पंचाट [संदर्भ संख्या 1(सी)/2005] को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-9-2006 को प्राप्त हुआ था।

[सं. एल-29011/70/2004-आई आर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 8th September, 2006

S.O. 3895.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award [Ref. No. 1(C)/2005] of the Central Government Industrial Tribunal-cum-Labour Court, Patna as shown in the Annexure in the Industrial Dispute between the employer in relation to the management of Md. Afazal Sheikh Anjana, P.O. Chachi Pakur Mines, Durgapur and their workman, which was received by the Central Government on 8-9-2006.

[No. L-29011/70/2004-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, PATNA

Reference Case No. 1(C) of 2005

Management of Mohd. Afazal Sheikh Anjana, P.O. Chachi, Pakur Mine, Durgapur Crusher Saharkol, Pakur and their workmen represented by the District President, Jharkhand Mazdoor Morcha, Chotti Rajhari, Pakur, Pakur.

For the Management : None.

For the Workmen : None.

PRESENT:

V. Ram, Presiding Officer, Industrial Tribunal, Patna.

AWARD

Patna, dated the 30th August, 2006

1. By adjudication order No. 1-29011/70/2004-IR(M) dated 20-01-2005, the Government of India, Ministry of Labour, New Delhi has referred under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter to be referred to as 'the Act'), the following dispute between the management of Mohd. Afazal Sheikh Anjana, P.O. Chachi, Pakur Mines, Durgapur Crusher Saharkol, Pakur and their workmen represented by the District President, Jharkhand

Mazdoor Morcha, Chotti Rajhari, Pakur, Distt. Pakur for adjudication to their Tribunal on the following point :-

"Whether the action of the management of Md. Afazal Sheikh Anjana P.O. Chachi, Pakur Mines, Durgapur Crusher, Saharkol, Pakur in terminating the services of S/Shri Ravan Baski and 24 others without complying section 25F of I.D. Act, 1947 is legal and justified? If not, to what relief the above workers are entitled?"

2. From perusal of record it transpires that on notice issued from this Tribunal. Neither any party appeared nor any steps was taken by them since long and hence this Tribunal feels that they are not interested to pursue this reference.

3. Under the circumstances I presume that the parties have resolved the dispute among themselves and now no dispute exists between them. Hence a "No dispute Award" is hereby passed.

4. This is my Award.

V. RAM, Presiding Officer

नई दिल्ली, 8 सितम्बर, 2006

का. आ. 3896.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिन्दुस्तान साल्ट माईन्स, मांडी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ के पंचाट (संदर्भ संख्या 949/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-9-2006 को प्राप्त हुआ था।

[सं. एल-29012/90/2002-आई आर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 8th September, 2006

S.O. 3896.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 949/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh as shown in the Annexure in the Industrial Dispute between the employer in relation to the management of Hindustan Salt Mines, Mandi and their workman, which was received by the Central Government on 8-9-2006.

[No. L-29012/90/2002-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Shri Kuldip Singh, Presiding Officer.

Case No. ID 949/2005

Registered on 15-9-2005

Date of decision 31-08-2006

Shri Narpat Ram Chauhan VPO Mandal, Tehsil- Sadar,
District Mandi —Petitioner

Versus

The Mines Manager, Hindustan Salts Mines, Mandi
(HP) —Respondent

APPEARANCES:

For the Workman : Mr. R. P. Rana,
Advocate
For the Management : Mr. S. K. Gupta,
Advocate

AWARD

The Govt. of India vide notification No. L-29012/90/2002-IR(M) dated 2nd April, 2003, referred the following matter for the adjudication of this Tribunal :

“Whether the action of the Management of Hindustan Salts Mines in imposing the punishment of Compulsory Retirement on Shri Narpat Ram Chauhan justified ? If not, to what relief the concerned workman is entitled ?”

On the receipt of the notification, the notice thereof was given to the parties who appeared through their Counsel. The workman filed the Claim Petition, however, after attending the first hearing the Management chose not to appear. It may be noted that before the reference, the workman had challenged his termination before a Civil Court, in the state of Himachal Pradesh, where he failed. The appeal against the order of the Trial Court also failed. Then the matter was taken to the High Court by the workman, by a regular second appeal. The Hon'ble High Court disposed of the appeal on 27th March, 2002, with a direction that in case the reference is made by the appropriate govt. the Labour Court shall independently answer the same within one year, thereafter, in accordance with law and without being in any manner influenced by anything said either by the Trial Court/District Judge or in the judgment of High Court.

Keeping in view the directions given by the High Court, a fresh notice was given to the Management under R/C and they appeared through their Counsel. They filed the Written Statement, a copy of which was given to the workman, who desired to file the rejoinder and filed one. Thereafter the Management filed the application claiming that this Tribunal has no jurisdiction to try the present notification. It seems thereafter, the parties did not appear. Fresh efforts were made to procure their attendance. The Tribunal, vide its order dated 6th December, 2005, disposed of the application of the Management holding that this Tribunal has jurisdiction to answer the reference and the application of the Management was, therefore, dismissed. The matter was then listed for the evidence of the parties which they filed. The Management filed the copies of the inquiry report and requested that since this is the case of domestic inquiry, therefore, the question of fairness of the

inquiry be considered as preliminary issues. The workman has also claimed that the Management had held the inquiry against him.

Before approaching the question on fairness of the inquiry, it would be appropriate to recount the facts leading to the present controversy. It is claimed by the workman that he was appointed as Class-IV employee by the Mining Engineer, in the year 1956, in the Salt Department, Mandi (HP) and was confirmed on the post by the Deputy Salt Commissioner, Jaipur by his order dated 1st April, 1961. Thereafter, he was appointed as Lower Divisional Clerk by the said authority. On 1st May, 1963, the Salt Department of Govt. of India was partially converted into a company known as “Hindustan Salts Limited” and the Mandi Mine was handed over to them alongwith its employees. The petitioner was one of the employees where services were placed at the disposal of said company; that the service condition of the workman remained the same as were applicable to the Central Govt. Employees. Later on the company sought the option of the workers to be ready to be absorbed in the company. The workman was absorbed in the company and then made permanent. His services were terminated w.e.f. 1st December, 1967, under the orders of Salt Commissioner, Jaipur. Thereupon workman became the employee of the company for all purposes and the Managing Director of the company became the appointing as well as disciplinary authority. The workman was posted as LDC in the company-wide order dated 8th April, 1974.

The claim of the workman further is that as per the employees conduct rules 1966, the Mines Manager Mandi did not possess the powers to take disciplinary action against the workman and the delegation of powers in his favour by the Managing Director was without authority. It is only the Board of Directors of the company which could delegate the powers. The Mines Manager, Mandi was neither the Appointing Authority of the workman nor he had the power to dismiss him and the inquiry held by him against the workman was without legal sanction. He, therefore, could not pass the order of dismissal or compulsory retirement of the workman. His further claim is that all along, his service career was blotless and it was only during the tenure of Mines Manager, Shri C. N. Malhotra that he, as a General Secretary of the employees Union, became an eye sore for the Mines Engineer, who being local could not tolerate the workman, therefore, he started harassing him by issuing warning letters and calling his explanation. In June, 1979, the wife of the workman became sick and was admitted to Ratti Health Centre; that on the strength of the medical certificates, the workman submitted his medical claim. On being pointed out, he corrected the name of the place where his wife had fallen ill, however, he was chargesheeted by the Management alleging that the certificates submitted by the workman for June, 1979 and August 1980 were tampered with and forged one. The Management then appointed Shri G. P. S. Gupta,

Junior Personal, as inquiry officer without waiting for the workman. The workman opposed the appointment of Shri Gupta being close to the Mines Manager, but the Management did not accept the request of the workman. The inquiry officer held the inquiry in slipshod, illegal and arbitrary manner. They did not provide opportunity to the workman to defend himself through a defence Counsel. He was also not spared by his controlling officer to be able to prepare his defence.

The further case of the workman is that the inquiry officer admitted illegal and extraneous evidence and submitted the report against the workman, to the Disciplinary Authority, who also jumped to wrong conclusions, without ascertaining the true facts and awarded the punishment of dismissal from the service. However, on his appeal, the order of dismissal was reversed and substituted with that of compulsory retirement. The workman then filed the second appeal before the Board of Directors which was dismissed since the writ petition of the workman had been dismissed by the High Court of Shimla. The SLP filed by the workman also was dismissed. The workman then took resort to another side of the litigation and filed a Civil Suit challenging his dismissal before the Sub-Judge, Mandi which was decreed. The District Judge, Mandi, however, reversed the judgment against which the workman approached the High Court of Shimla, which gave the verdict that the workman should approach the Labour Authorities. It was in these circumstances that the workman approached ALC Chandigarh, on whose 'failure of the conciliation report' the present reference was made by the Ministry of Labour. Workman has further claimed that what for the order of his compulsory retirement he would have earned two increments and full pension at the retirement age of 60.

The workman has challenged the order of the Disciplinary Authority on the grounds that the Management had not held a fair and proper inquiry against him. They did not provide sufficient opportunity to the workman to put up his case. The Disciplinary Authority was not competent to initiate inquiry against the workman or pass order of punishment. The Appellate Authority also did not apply his mind to the fact of the case and his order resulted into miscarriage of justice. The workman in the end has prayed for setting aside the order of compulsory retirement of the workman treating him in service as if there were no orders of his compulsory retirement. He has also sought declaration that he is entitled to arrears of his salary and other dues by treating him to have retired at the age of 60 and also entitled to all retiral benefits and promotions which he would have earned but for his compulsory retirement by the Management. He has also claimed interest on the arrears of wages found due to him by the Tribunal.

The Management has opposed the claim of the workman. It is their preliminary objection that the workman had raised the grounds, he has taken in the claim petition,

before the High Court of Himachal Pradesh and then before the Supreme Court of India, but failed to get any relief. The petitioner now cannot raise the same very grounds because of principles of *res judicata*. Their next objection is that since the workman filed an appeal against the order of Disciplinary Authority and thereby he admitted the Disciplinary Authority, as a competent authority, to pass the order of punishment against him and since he has done so, now he cannot raise the plea that the Disciplinary Authority was not competent to pass the order of his compulsory retirement. On merit, it is their case that after the workman accepted his appointment as Clerk, on probation vide his letter dated 18th May, 1963, he became employee of the Govt. of India and when he accepted the option of getting himself absorbed in the Hindustan Salts Ltd. he accepted the terms and conditions of his service as contained in the order dated 16th Jan., 1968, and according to the Hindustan Salts Ltd. Employees Conduct Rules 1966, Deputy Salt Commissioner/Mines Manager became his appointing authority. The lien of the workman got terminated when he was permanently absorbed in the Hindustan Salts Ltd.

The workman has also admitted that he was confirmed by the Mines Manager vide his order dated 8th April, 1974, and the workman having accepted that now cannot say that the Mines Manager could not pass that order. According to them the order of dismissal of the workman was passed by the competent authority.

Denying the allegations made by the workman against the Mines Manager, it is stated by them that so as to maintain the discipline in the company and for the efficient working the erring officials were proceeded against and the fact of workman falling in the category of erring official could not be measured with different yard stick so long he remained the employee of the Management. Their part of the story is that the workman forged medical certificates so as to increase Medical Benefits, and so as to cause loss to the Management. Supporting the appointment of inquiry officer it is stated by the Management that in view of the impartiality and integrity of two officials the request which came for changing the inquiry officer was rightly rejected as there was no specific allegations against the inquiry officer, of prejudice and vice not any cogent reasons were given for the same. The inquiry against the workman was held under the provisions of law and no irregularity was committed by the inquiry officer. The workman was given full opportunity to defend himself. He was provided with defence assistant of a person who was an employee of other Trade Union. Despite that the workman and his defence assistance left the inquiry proceedings without any reason. The inquiry officer gave him seven opportunities and when he was satisfied that the workman is not available for the proceedings, he proceeded against the workman ex-parte and submitted the report.

The Management admitted that the Appellate Authority had varied the quantum of punishment by substituting it with compulsory retirement. It is stated by them that the averments made by the workman are based upon High Court cases and conjectures. According to them the Disciplinary Authority has passed the order against the workman and the workman accepted that order, which he cannot now challenge being estopped by his act; and that the Appellate Authority had also pass a valid order; that the workman made various efforts to challenge the order of Disciplinary Authority, but ultimately failed in the Writ Court and Apex Court. The Management had held a valid inquiry, provided, full opportunity to the workman to defend himself. He was provided with defence help of his choice from outside. The workman at his own left the inquiry proceedings and did adhere to directions of the inquiry officer. It was in the circumstances, when the workman did not cooperate, the inquiry officer proceeded ex parte against him. It is also the claim of the Management that since the order of Disciplinary Authority was challenged in appeal, therefore, the order of Disciplinary Authority got merged with the order of Appellate Authority and thus got validated as a proper order. Since the charges were proved against the workman, therefore, the punishment awarded to him was well justified. The workman himself did not properly co-operate with the Management; therefore, he was not prejudiced by the proceedings. It is further claimed by the Management that neither any illegality nor irregularity was committed by the Management in holding the inquiry against the workman, therefore, the workman is not entitled to any relief.

The workman filed rejoinder but did not raise any new issue nor explained the stand taken by the Management except that he denied the claim made by the Management in the written statement. The workman has supported his claim by his own affidavit, whereas the Management has tendered the affidavit of their Mines Managers, Ravinder Kumar and that of Chaman Lal Malhotra.

I have gone through the file and have also considered the submissions made by the Counsel for the parties.

The main grievance of the workman is that the inquiry held and the punishment awarded to him is bad in law since the Mines Manager was not a competent authority to initiate inquiry against him nor he could punish him on the basis of the inquiry, therefore, the order of his compulsory retirement by the Mines Manager is bad in law and should be quashed. Elaborating further it is stated by him that he was recruited in the service of Salts Department, Govt. of India by the Salt Commissioner, Jaipur and the Mines Manager, Mandi being subordinate to him, could not initiate disciplinary action against the workman as it is the fundamental rule of law and constitutional guarantee that an employee cannot be suspended, dismissed or even

compulsorily retired by an Authority inferior to the Authority which had appointed him. In my opinion the claim of the workman is not justified for the simple reason that at the time the disciplinary proceedings were initiated against him he was not an employee of Salts Department of Govt. of India, but was an employee of Hindustan Salts Ltd., a govt. of India undertaking. The workman in para (20) sub-para (1) of his claim petition admitted that he was absorbed by the Hindustan Salts Ltd. under the orders of the Managing Director, therefore, the Managing Director of the said company became his appointing authority and the Mines Manager being inferior to him could not initiate the inquiry against him or take action against him on the basis of the inquiry. There is on record an order No. 1(Estt.)/68/III/1968 dated issued by the Managing Director of Hindustan Salts Ltd. As per this order the staff of the Salt Department, was absorbed in the service of Hindustan Salts Ltd. w.e.f. the date shown against them. The staff absorbed was given the status which they had with the Salts Department, with a further direction that those who were temporary in status will be absorbed as per the terms and conditions attached to the directions of the Ministry of Commerce and Industry. It was further directed that they will be governed by the rules and regulations as may be framed by the company, from time to time, in the matters not covered in the terms and conditions. Admittedly workman, Narpat Ram Chauhan stood at serial No. 20 of the Annexure attached with this. He having accepted the appointment in the Management company, made himself subject of rules and regulation as laid by the company and of the terms and conditions prescribed by the Ministry of Commerce and Industry by their letters as mentioned in the order.

The Management has placed on record the schedule of powers, delegated by the Managing Director to various officers of Hindustan Salts Ltd. As per the schedule, item No. 5, the Mines Manager, Mandi enjoyed full powers in respect of the post carrying pay the maximum of which did not exceed Rs. 800/-. As per item Nos. 11 and 12, the Mines Manager, Mandi enjoyed full powers to proceed against any employee of the Company to whom he had the authority to appoint. The workman has not claimed that his pay scale was in the range that the Mines Manager, Mandi could not appoint him. The Management has not shown as to in which grade the workman was on the day the Mines Manager, Mandi had initiated proceedings against the workman. However, it was required of the workman to show that even in view of the delegation of powers to the Mines Manager, Mandi neither he had the powers to appoint him nor he could suspend, dismiss or remove him from the employment. It is true that the workman along with other employees of the Salts Department of Govt. of India was absorbed in the Hindustan Salts Ltd. under the orders of the Managing Director, but as per the orders the appointees were made subject matter of the terms and conditions

imposed by the Ministry and the rules and regulations framed by the Company. The company framed the rules by which the Managing Director was given powers to delegate the powers to the officers subordinate to him, for the smooth functioning of the Company. The fountain head of the authority i.e. the Board of Director of the Company thus invested the powers with the Managing Director, who by his direction invested the Mines Manager the powers of appointment, suspension, dismissal of all employees working on the post, carrying pay, the maximum of which did not exceed Rs. 800/- per month at the time the powers were delegated. There might have taken revision of grades in the company as the undertaking being of Govt. of India, the grades of its employees must have been revised from time to time. The workman has failed to show that as the position existed on the day, the Mines Manager, Mandi proceeded against him, he did not have the authority even under the delegation of powers, made by the Managing Director of that company, to proceed against him. Therefore, his claim is that the Mines Engineer, Mandi was not competent to hold inquiry against him and compulsorily retire him from service stand not proved.

The workman has further alleged that the inquiry held against him was not fair since the Management did not provide him full opportunity to defend him. They did not accept his plea to appoint the inquiry officer from outside the company not they waited for the workman and his defence help and held the inquiry in their absence. I have considered these submissions of the workman. After going through the inquiry proceedings I find that the claim made by the workman is not at all that true.

It is on record that the Management issued the memorandum to the workman on 22nd January, 1981 by which the disciplinary authority conveyed to the employee proceeded against (EPA) his intention to proceed against him for the reason stated in the memorandum. Therefore, the workman got the notice of the intention of the Management from that date as he under his own hand admitted to have received the memorandum along with annexure I to IV on 2nd January, 1981. On 9th January, 1981, the workman showed lack of faith of fairness in the disciplinary authority without giving any reason, much less the proof to support his allegation. His making such an allegation against the disciplinary authority was itself unbecoming of a good subordinate. He should have approached the authority higher to the disciplinary authority to make such an allegation provided he had the reasons to make that. He did not do so nor he specified the allegation or produced the evidence to prove or at least to suggest that there were reasons with the disciplinary authority to be prejudiced against the workman. He made second application on 4th February, 1981 and repeated his request for appointment of inquiry officer from outside the company. From his own conduct it appears that he had sufficient time to prepare himself to face the proceedings

likely to be initiated against him right from January, 1981. Secondly the workman acted in a manner as if he was not the person proposed to be proceeded against. He wanted the proceedings to be done according to his choice and according to his rules. How it can be accepted that all the officers/officials of the company of which he was an employee were against him and for what reason, has not been shown by the workman. This leads to the conclusions that the workman wanted that the proceedings be not held against him and the same be delayed as far as possible.

The Disciplinary Authorities appointed Shri Kishori Lal, Office Superintendent as the inquiry officer, but the workman objected to that. The Disiplinary Authority without going into the objections raised by the workman agreed to change the inquiry officer and appointed Shri G. P. Gupta as the inquiry officer but the workman objected to the appointment of Mr. Gupta as well, making a vague allegation that Mr. Gupta was close to the Mines Engineer, without showing what was their common interest and why Mr. Gupta would go against the facts and against the workman, was not shown. The inquiry officer took all steps to observe the fairness and principles of natural justice. He informed the workman about the holding of the inquiry and the change that came in the schedule, from time to time. He issued directions to the concerned officials to provide full assistance to the workman to inspect the documents which he demanded and provided him the copies of the documents he asked for.

It is also on record that the workman by his letter dated 30th April, 1981 showed his intention not to participate in the inquiry being held by Shri G. P. Gupta even when his request to change the inquiry officer was rejected by the Disciplinary Authority and then by the Managing Director. The workman was duly informed of the decision of the Disciplinary Authority as well as by the Managing Director by a letter dated 1st May, 1981, a copy of which is on record. It seems that the workman, for the time being accepted the position and asked the Disciplinary Authority to provide him the record as detailed in his application dated 2nd May, 1981 and the Disciplinary Authority made the documents available to the workman who inspected the same and also got the copies thereof. Thus the conduct of the workman shows that he was not stationery in his approach and played hot and cold with the same mouth.

The record of the inquiry proceedings further show that the inquiry officer did not proceed in the matter till the objections, raised by the workman, about the appointment of the inquiry officer were disposed of by the Management. He was informed of the date fixed for holding the inquiry from time to time. He was provided with the copy of the documents to be relied upon against him in the inquiry and of the one which the workman desired from the Management. He acknowledged the receipt of the

documents under his signatures dated 17th June, 1981. This shows that the workman was provided with assistance he desired from the Management.

It is worth note that on 19th June, 1981 the inquiry officer read over the charge to the EPA and he denied the same. He however admitted the second charge and stated that he had done that without mala fide intentions as it was the practice in vogue to rectify the objections during the course of process of cases in the office of the Management. How far the explanation given by the workman was valid shall be seen hereinafter.

The Management examined Dr. S. L. Sharma as their witness who stated that the words "the anticipated cost of the workman would be about 250 Rs." were added in the certificate after the same was signed by him and issued, as the distance between this line and other lines is quite variable. Moreover there was no practice of giving anticipated cost of the treatment and the lines "Rs. 350/- (Three Hundred and Fifty only) recommended for her treatment" have been added after the issue of the certificate. The statement of this witness was recorded in presence of the workman, who did not cross-examine him nor gave any reasons for the same. The inquiry officer adjourned the inquiry for next date i.e. for 25th June, 1981. On that day also the workman did not cross-examine the witness nor produced his defence help to do it for the reasons noted. Thereafter the workman virtually did not take part in the proceeding. The fact remains that the workman did not cross-examine Dr. S. L. Sharma on 24th June, 1981 even when he was given opportunity to do so. As per the noting of the inquiry officer, the defence representative was also present but did not cross-examine the witness and sought time, but on the next date he did not appear and gave the reasons that he has not been spared by his controlling officer to appear. How is it that the controlling officer spared the defence help on 24th June and did not spare him on 25th June. This has not been shown. Whether the reasons with the controlling officer were not available on 24th June, 1981, or that the reasons for the non-appearance of the defence help were true or it was manipulated, for all these questions for which there is no answer on record. It is also not clear as to why the defence help did not cross-examine Dr. Sharma on 24th June, 1981, although he was present and the defence help had sufficient time, right from January, 1981, to prepare the case. There is another aspect of it. The workman when knew that his defence help has not appeared he did not request the inquiry officer to allow him to arrange for another defence help. He instead disassociated from the inquiry proceedings and despite notices did not take part in it. In the circumstances the inquiry officer had no option but to proceed with the inquiry. It was in these circumstances, that the ex-parte proceedings were taken against the workman.

I feel the inquiry officer slightly hurried in the matter. It would have been more better had he given another

opportunity to the workman to produce his nominated defence help or to request for changing the defence help or could have taken the option to cross-examine the Management's witness himself. Nothing such was done by the Enquiry Officer. Though it could be taken as a lapse on the part of the inquiry officer, yet this fact has also to be taken note of that the inquiry officer was not a judicial officer, fully educated with the legal proceedings. For this reason I would have declared the inquiry proceedings unfair and could have allowed the Management to prove their case on the strength of the evidence to be brought on record. This course of action I think will not serve any useful purpose and for this I have more than one reason.

It has been noted above that the workman admitted to have committed the lapse forming charge II. In other words he admitted to have tampered with his application made for refund of medical expenses. Earlier he declared "Mandal" as the place where his wife had fallen ill and the treatment was taken at Sundernagar, which was a distant place instead of Ratti, a place which was a nearby dispensary. The office of the Management raised the query. The workman who was in possession of record of his medical case and was the concerned LDC. He made the changes in the place from "Mandal" to Sundernagar and thus he tampered with the application so as to change the place where his wife had fallen ill. He, therefore, being the custodian of the record of the Management tampered with it unauthorisedly and thereby exhibited the conduct unbecoming of a faithful employee of the Management. Since the medical claim case pertained to the workman himself, it was not appropriate for him to have dealt with his own case, much less in the manner he did. He, therefore, shattered the confidence of his employer. There has come no proof to show, in support of the claim of the workman that it was the practice in the office to remove the objections raised, and that he did so without mala fide intentions. The workman failed to refer to any instance where the office record was tampered in this manner so as to show that such was the practice in the office of the Management. In these circumstances how could the workman claim that he had no mala fide intentions in tampering with the record since by doing so he removed the objections and thereby made his claim for the medical reimbursements fit for acceptance. He, therefore, did that so as to benefit him and he got benefitted. To my mind this admission on the part of the workman itself is sufficient to hold him guilty of misconduct and justified the punishment awarded to him.

Even if we exclude the evidence of the Management which they produced in support of charge No. I, in my opinion, the result still will be the same. How could the Management retain the person in their service who breached their trust by the misconduct he admitted to have committed. For this reason there is no necessity for the Management to produce the evidence to prove their case.

that the order passed by the Management was justifiable on the evidence available with them. In my opinion the admission of the workman of misconduct alleged in the charge II, is itself sufficient to justify the punishment awarded to the workman by the Management finally.

In view of the discussions made above I am of the opinion that the action of the Hindustan Salts Ltd. in imposing the punishment of compulsorily retirement on Shri Narpal Ram Chauhan, the workman was not only justified but was a lenient view taken by them. Therefore, he is not entitled to any relief. The award is passed against him. Let a copy of this award be sent to the appropriate govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 8 सितम्बर, 2006

का. अ. 3897.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बारसुआ आयर्न माइन्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, भुवनेश्वर के पंचाट (संदर्भ संख्या 26/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-9-2006 को प्राप्त हुआ था।

[सं. एल-29012/77/2000-आई आर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 8th September, 2006

S.O. 3897.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 26/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Barsua Iron Mines and their workman, which was received by the Central Government on 1-9-2006.

[No. L-29012/77/2000-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESHWAR

PRESENT

Shri N. K. R. Mohapatra,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar

INDUSTRIAL DISPUTE CASE NO. 26/2000

Date of Passing Award—31st July, 2006

BETWEEN

The Management of the General Manager,
Barsua Iron Mines, RMD, SAIL,
P.O. Tensa. Distt. Sundargarh-770 001

... 1st Party—Management

(And)

Their Workman,
Represented through the Secretary,
United Mines Mazdoor Union,
A Smruti Sadan, P.O. Barsuan,
Distt. Sundargarh—770 001

... 2nd Party—Union

APPEARANCES

R. C. Tripathy, Manager, For the 1st party—
Law R. D. M. SAIL Management

None For the 2nd Party—Union

AWARD

The Government of India in the Ministry of Labour, in exercise of Powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-29012/77/2000 (IR(M)), dated 17-10-2000:—

“Whether the action of the Management of Barsua Iron Mines, Raw Material Division, SAIL, Barsua by deduction the wages from “B” Shift of 27-10-1997 to “B” Shift of 28-10-1997 to the workmen (as per list enclosed) without observing the provisions of payment of wages Act and also in contradiction to the report of the In-charge, DIO. Barsua Valley is justified? If not, what relief the workmen are entitled to?”

2. The following is the list of workmen who had allegedly worked in different shifts on 27-10-1997 and 28-10-1997 as indicated in respective columns.

27-10-97—“B” Shift 28-10-97—“A” Shift

- | | |
|----------------------|---------------------|
| 1. Dileswar Sahoo | 1. Raj Hembram |
| 2. Bardhan Kanduluna | 2. Smt. Etawary |
| 3. N. K. Rana | 3. Balaram Patra |
| 4. S. S. Singh | 4. Nata Kissan |
| 5. P. K. Tripathy | 5. Maghu Munda |
| 6. Tiwary Purty | 6. J. K. Das |
| 7. Sidhu Naik | 7. Rajan Naik |
| 8. Ratna Patra | 8. Masidas Sungun |
| 9. Nirakar Naik | 9. Sanika S. Routia |
| 10. Manu Mukhi | 10. A. M. Patra |
| 11. H. B. Behera | 11. P. N. Singh |
| | 12. Abram Soy |

28-10-97—"B" Shift

28-10-97—"G" Shift

- | | |
|-------------------|-------------------|
| 1. Dileşwar Sahoo | 1. Benjamin Dung |
| 2. N. K. Rana | 2. B. B. Das |
| 3. Bishnu Murdu | 3. Sridhar Mahant |
| 4. Ajambar Rout | 4. Thakur Prasad |
| 5. S. N. Roy | |
| 6. S. S. Singh | |
| 7. P. K. Tripathy | |
| 8. Tiwary Purty | |
| 9. Sidhu Naik | |
| 10. Ratna Patra | |
| 11. Manu Mukhi | |
| 12. H. B. Behera | |

3. As per the claim statement the above noted workmen are the permanent employees of D.O.I. Section of the Management. On 27-10-1997 and 28-10-1997 they worked fully in their respective shifts but the Management without any rhyme and reasons did not pay their wages even though the shift-in-charge had reported them to have had worked fully on 27 and 28-10-1997.

4. In reply to the above the Management in its written statement has averred that in the midst of "B" Shift of 27-10-1997 the workers stopped their work for a while in response to an abrupt illegal strike call given by the Union. On the following day i.e. on 28-10-1997 these workers did not even attend to their respective shift duties and therefore the Management had to deduct their wages proportionate to the hour of work actually performed by these workers on 28-10-1997 alone but there was no such deduction from the wages of 27-10-1997. It is further contended by the Management that all the 39 disputants are not the victims of the above deduction. Rather of these 39 workers the wages of 26 workers have been deducted 5 workers full wage and 11 workers 2 hours wages have been deducted and as such the entire claim of the Union is liable to be rejected the same being unspecific and tainted with suppression of facts.

5. It be noted here that during pre-litigation stage the Management had filed his objection before the Asst. Labour Commissioner (Central) alleging that the deduction was the outcome of an illegal strike. The said objection marked as Ext.-6 on behalf of Union shows that due to an abrupt strike call given by one of the Unions the workers in attendance had stopped their work from the midst of "B" Shift of 27-10-1997 till the end of "B" Shift of 28-10-1997 and that for this the wage of the workers was proportionately deducted considering the period during which they had disassociated themselves from the work.

But most surprisingly having suppressed these facts the Union has come up with the present case saying that the entire wages of 39 disputant-workers for 27 and 28-10-1997 have been withheld by the Management without any rhyme and reasons. The terms of reference is also found to have been tuned with such suppression of facts. Besides though according to the Union the Management has withheld the entire wages of 27 and 28-10-1997 of the disputant-workers, the witness examined on its behalf speak differently that a portion of the wages of the above two days has been deducted by the Management. When asked about the deduction made from his wages the witness says that such deductions have been made from his wages of 27 and 28-10-1997 even though 27th was a off day for him as evident from Ext.-B. He further could not say about the quantum of deductions made from his wages. After going through the entire claim statement and the evidence adduced from the side of the Union I am of the opinion that the claims of the Union can not be accepted without a pinch of salt as it suffers from suppression of material facts.

6. On the other hand the management witness has categorically deposed without any challenge from the other side that the above deductions of wages of the workers for 28-10-1997 relates to the period of illegal strike staged by the workers. His evidence further indicates that wages of the workers have only been deducted proportionate to the hour of work actually performed by them. The wagon weighment, register of the above two dates as available in the record show that in fact there was an illegal strike of workers from the midst of "B" Shift of 27-10-1997 till the end of "B" shift of 28-10-1997. The wage deduction chart (Ext.-B) also shows that in fact such deduction has been made proportionate to the hour of works not performed by the workers. It also discloses that there is deduction of wages for 28-10-1997 in respect of 26 workers only but not in respect of entire 39 disputants as claimed by the Union. So also it discloses that there was no wage deduction for 27-10-1997 though it is otherwise claimed by the Union.

7. Thus in view of the above discussion I hold that the claim of the Union is not free from suppression of material facts and therefore the action of the Management is held to be justified, the deduction made being in consonance with the provisions envisaged under Payment of Wages Act.

8. Accordingly the reference is answered.

Dictated and Corrected by me.

N. K. R. MOHAPATRA, Presiding Officer

नई दिल्ली, 8 सितम्बर, 2006

का. आ. 3898.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वेस्टर्न इन्डिया शिपयार्ड लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण मुम्बई, के पंचाट (संदर्भ संख्या सी.जी.आई.टी.-2/41/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-9-2006 को प्राप्त हुआ था।

[सं. एल-36011/5/2000-आई आर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 8th September, 2006

S.O. 3898.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT-2/41/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Western India Shipyard Ltd. and their workman, which was received by the Central Government on 5-9-2006.

[No. L-36011/5/2000-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II, MUMBAI

PRESENT:

Shri A. A. Lad, Presiding Officer

REFERENCE : CGIT-2/41 OF 2001

Employers in relation to the Management
of M/s. Western India Shipyard Ltd.

The Managing Director,
M/s. Western India Shipyard Ltd.,
Mormugao Harbour, Goa-403 803.

AND

Their Workman

The General Secretary,
The Mormugao Waterfront Workers Union,
Mukund Building, 2nd Floor, P.O. Box No. 90,
VASCO DA GAMA (GOA)

APPEARANCES:

For the Employer : Mr. M. S. Bandodkar,
Advocate

For the Workman : Mr. F. X. Rodrigues,
Union representative

Date of reserving Award : 21st June, 2006

Date of passing of Award : 14th July, 2006

AWARD I

The matrix of the facts as culled out from the proceeding are as under :

1. This reference was sent by the Under Secretary, to the Government of India, Ministry of Labour, by its Order

No. L-36011/5/2000/IR (M) dated 27th March, 2001 in exercise of powers conferred by Clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947, to this Tribunal for adjudication :

“Whether the action of the management of M/s. Western India Shipyard Ltd., Goa in refusing employment to Shri Shivanand N. Desai, Fireman w.e.f. 9-5-2000 is legal and justified ?”

2. To substantiate the subject matter referred in the Schedule 2nd Party Union filed Statement of Claim at Exhibit 5, stating and contending that enquiry is shown conducted against concerned workman viz. Shivanand N. Desai actually was not conducted by following the due process of law. Just farce was made. No sufficient time was given to reply the chargesheet issued dated 16-8-1999. It was done purposely with intention that workman should not get time and reply it properly. Dates of hearing were not communicated well in advance nor were given at the time of hearing of adjournment of the enquiry proceedings. No opportunity was given to represent concerned workman through Union representative. The enquiry dated 9th December, 1999 kept at 10.00 a.m. when attended by the concerned workman, nobody was present there on behalf of the 1st Party. No further communication was made by the 1st Party about the next date of enquiry and place of enquiry. So all this was done by the Management with intention to keep concerned workman in dark and he should not take any defence, participate in enquiry and reply to the charges levelled against him. The charge of absenteeism was levelled against the concerned workman. The concerned workman worked with the 1st Party till he was dismissed from the employment on 3rd May, 2000 by refusing him to report on work. According to Union, said act of the 1st Party is illegal and require to be quashed and set aside with directions to 1st Party to reinstate him. Said decision was taken by 1st Party relying on the farce enquiry which was ex parte. Not a single date was attended by the concerned workman nor his representative. So it is submitted that, the said enquiry be declared not fair and proper and finding given by the Enquiry Officer perverse.

3. This prayer is disputed by 1st Party by filing reply at Exhibit 8 stating and contending that, unauthorised absenteeism was the charge levelled against the concerned workman during 7th July, 1999 to 4th August, 1999 which affected the work of the 1st Party. Concerned workman developed the habit of remaining absent without permission and he refused to accept the letters sent by the 1st Party regarding enquiry, place of it and dates of it. After waiting for concerned Second Party workman Enquiry Officer proceeded and concluded charges as proved of absenteeism levelled against the concerned workman. It is denied that, opportunity was not given to the concerned workman. It is stated that on number of occasions he was accommodated but he did not utilize that opportunity and

participate in the inquiry. It is denied that, concerned workman was not permitted to be represented through Union representative. It is denied that, findings are perverse.

4. In view of the above pleading my Ld. Predecessor framed Issues at Exhibit 10. Out of those, Issue Nos. 1 and 2, on the point of fairness of the enquiry and perversity of the findings are treated to be decided as preliminary Issues, which I answer as follows :

ISSUES	FINDINGS
(1) Whether the domestic inquiry conducted against the workman was as per the principles of natural Justice ?	No
(2) Whether the findings of the inquiry Officer are perverse ?	Yes

REASONS :

Issue Nos. 1 and 2 :

5. The refusal given by the 1st Party dated 3rd May, 2000 to the concerned workman was challenged by the Union by approaching the Assistant Labour Commissioner (Central) sitting at Goa. As there was no settlement between the parties said refusal of concerned workman dated 3rd May, 2000 was referred as a failure report. As a result of that, the Government of India, Ministry of labour, New Delhi, submitted a reference here for adjudication whether the action of the 1st Party in refusing concerned workman, to work, with effect from 9th May, 2000 is legal and justified.

6. To support that, the 2nd Party filed Statement of Claim at Exhibit 5 and 1st Party replied it by its say at Exhibit 8. Besides, 2nd Party examined himself at Exhibit 19, through affidavit. He was cross examined by 1st Party's Advocate in which the concerned workman has narrated the incident and reiterated regarding his employment, regarding alleged charges levelled against him, conducting of enquiry, contending that, it was not conducted by following principles of natural justice. In the cross concerned workman states that, he did not attend the enquiry on 29th October, 1999. He admits that enquiry dated 29th November, 1999 was adjourned to 9th December, 1999 with consent. He states that, he was present on 9th December, 1999 alongwith his representative. He admits that, he had not intimated Enquiry Officer in writing regarding name of his representative. He admits that, the address mentioned on Registered A.D. letter dated 31st March, 2000 at Exhibit 15 (p. 18) is correct. He states that, he was absent on 10th April, 2000 in the enquiry as he was sick. So, from all this he wants to state that, enquiry was conducted without his preseney and preseney of his representative. To show that the enquiry was fair and proper 1st Party examined Enquiry Officer, through affidavit filing it at Exhibit 27 and state that, full care was taken to make

known the enquiry and dates of it to the concerned workman. It is the case of the 1st Party that, though dates were intimated to the concerned workman, he purposely did not participate in it or through his representative and enquiry was fair and proper. In the cross he states that he did not communicate in writing to concerned workman about his appointment as Enquiry Officer. He admits that no list of witness and list of documents were in the enquiry proceedings. He admits that, no documents were received with letter dated 30th August, 1999. He also admits that, no location of the enquiry was mentioned in the letter or even in the enquiry proceedings. He admits that, workman was not represented by Union representative and enquiry was concluded ex parte without participation of the concerned workman. He states that, he did not issue any notice to the concerned workman but states that, he instructed 1st Party to intimate the concerned workman regarding postponement of the enquiry. He states that, no evidence of any type was led by concerned workman. He states that he relied on the documents produced by 1st Party, more precisely Exhibit 15 and concluded that, concerned workman was absent unauthorizedly. Besides this 1st Party submitted its written submissions at Exhibit 48 whereas 2nd Party at Exhibit 46.

7. From the record and proceedings and written submissions of 1st Party and 2nd Party Union at Exhibits 48 and 46 respectively, I find that the concerned workman did not participate in the enquiry and finding was given by the Enquiry Officer relying on the documents submitted by the 1st Party. When concerned workman did not get an opportunity to highlight his case and the reasons behind his absenteeism and when Enquiry Officer read the evidence of the 1st Party without scanning it and without say of the concerned workman question arises how said evidence can be relied upon ? It reveals that evidence was read by the Enquiry Officer of the 1st Party blindly and without any remarks of the concerned workman. In that situation such a document may give different meaning than what might have read by the Inquiry Officer. It is stated by the concerned workman that, he was absent with permission. Whereas case of the 1st party is that, he was absent without permission. Naturally, in this set of circumstances opportunity ought to have been given to the concerned workman to show that, how he is saying that, he sought permission and his absenteeism was with permission ? Besides, 1st Party also require to prove how absenteeism of the concerned workman was unauthorized ? So to answer all these questions there must be evidence of both and admittedly there is no evidence atleast of the concerned workman to make out his case to show that, he was absent with prior permission of the 1st Party. The finding given by the Enquiry Officer that, unauthorisedly absenteeism, the charge levelled against the concerned workman, is shown proved. Hence, it is to be noted that, it is not pointed out how workman was made known about

further dates. No proof is shown on that, so definitely the finding given of unauthorisedly absenteeism on such inquiry in such a set of inquiry definitely has to answer has no base and no evidence as enquiry was admittedly conducted ex parte.

9. It is tried to point out that even if the enquiry was conducted what might concerned Workman would have stated and proved ? At the most he can explain about his absenteeism which cannot be accepted as the explanation or reasons behind his absenteeism. But merely because he may give reason at this stage about his absenteeism, it may perhaps throw light for what reason he was absent and whether he communicated it to the 1st Party and really he has ground to remain absent ? In fact one has to see the reason of the concerned Workman in what background he was absent and whether he was bothered to intimate about his absenteeism to his master ? Unless and until opportunity is given to the concerned Workman to say something, what he wants to say about his absenteeism, it finds difficult to pass any remarks and to observe that it was unauthorized absenteeism.

10. Still it is a matter of record that concerned Workman did not participate in the enquiry. Giving an opportunity is not only sufficient to conclude that enquiry was fair and proper. So definitely the picture which is before us regarding the enquiry is that enquiry was conducted without participation of the concerned Workman.

11. So considering the fact on record that, the enquiry was initiated without presence of the concerned Workman I have to conclude that enquiry was not fair and proper. First Party also tried to say that sufficient opportunity was given to concerned Workman still he did not participate in the enquiry has no proof on it.

12. So, when enquiry was ex parte, naturally Enquiry Officer might have read the evidence which was before him and might have considered the evidence which was before him, and which may be just and proper. But here it is to be noted that there was no evidence of the concerned Workman. Evidence before the Enquiry Officer was the only evidence of the 1st Party. It is a matter of record that, there is no evidence of the concerned Workman. So in this set of circumstances one has to conclude that the finding is also on the basis of the evidence of the concerned Workman. Hence I conclude that finding is also perverse as it did not take care of the so called case of the concerned Workman.

13. In view of the discussions made above I conclude that I must declare enquiry not fair and proper and finding perverse. Accordingly I answer the above Issues to that effect and passing the following order :

ORDER

- (a) Enquiry not fair and proper;
- (b) Finding perverse;

- (c) 1st Party to lead evidence to justify its action of the refusal of work to concerned Workman by attending this Tribunal on 27th September, 2006.

Mumbai,
14th July, 2006.

A. A. LAD, Presiding Officer

नई दिल्ली, 8 सितम्बर, 2006

का. आ. 3899.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मुंबई पोर्ट ट्रस्ट के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, मुंबई के पंचाट (संदर्भ संख्या सी. जी. आई. टी.-2/3/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-9-2006 को प्राप्त हुआ था।

[सं. एल-30012/13/2000-आई आर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 8th September, 2006

S.O. 3899.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT-2/3/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Mumbai Port Trust and their workman, which was received by the Central Government on 5-9-2006.

[No. L-30012/13/2000-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II, MUMBAI

Present :

A.A. Lad, Presiding Officer

Reference : CGIT-2/3 of 2001

Employers in relation to the management of
Mumbai Port Trust

Mumbai Port Trust
The Chairman,
Mumbai 400 038.

AND

Their workmen

Shri Anil Kumar Laxman Kambili,
Clerk, Gr. II Docks Deptt.,
Panchvati Co-op. Hsg. Society,
Building No. A/2, B/K. No. T/9,
Marol Maroshi Road,
Mumbai 400 059.

APPEARANCES:

- For the Employers : Shri Umesh Nabar,
Advocate
- For the workmen : Mr. Jaiprakash Sawant,
Advocate
- Date of reserving Award : 13th June, 2006
Date of passing Award : 27th June, 2006

AWARD PART-II

The Government of India, Ministry of labour by its Order No. L-31012/13/2000/IR(M) dated 8th January, 2001 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of MPT, Mumbai in terminating the services of Shri Anilkumar Laxman Kamble, Clerk Gr. II by way of removal from service w.e.f 20-9-99 is legal and justified. If not, what relief the workman is entitled to?"

2. Anilkumar Laxman Kamble was appointed as a tally Clerk in the Management Mumbai Port Trust, in the year 1983 and was promoted as Clerk Grade II in 1990. Vide Statement of Claim (Exhibit 7) workman averred that on 1-10-1992 he was issued a show cause memo alleging the missing bill of lading at CDOID which he replied on 3rd October, 1992. However, he was issued a chargesheet dated 13-1-1997 on the basis of the said show cause memo alleging during 1992-93 when he was posted at Central Documentation Office, Indira Dock was given Counter Nos. 2, 3 and 4 to sort and dispatch bills without delay to the manifest clerk concerned, handing to the vessels and that he had received bills of lading but failed to dispatch them to the manifest clerks as he had lost them and further alleging that he was absent from duty on 29th September, 1993 and 30th September, 1993 and hence was marked absent against his serial number in the muster however on 1-10-1993 he reported for duty and signed the muster as usual and also signed as present against his name on both the previous days which amounts to misconduct under Regulation 3 of the MBPT Employees (Conduct) Regulations 1997. It is pleaded that the workman had replied the said chargesheet on 5th February, 1997 refuting the allegations, however, the management held departmental inquiry against him and that the Inquiry Officer vide report dated 28th July, 1998 found him guilty for the charges. It is averred by the workman that he had not committed any misconduct and that order of removal from service w.e.f. 20-9-1999 is very harsh and disproportionate. He, therefore, contended that, removal order be set aside, directing the management to reinstate him in service with back wages.

3. Management MPT resisted the claim of workman by filing Written Statement at Exhibit 8 contending that the

inquiry was fair and proper and that findings are not perverse. It is contended that the workman while posted in the Central Documentation Office, Indira Dock failed to dispatch bills of lading received by him as the same were lost while in his custody and that he forcibly signed the muster roll though he was absent on earlier two days and that after preliminary investigation workman was charge-sheeted for the acts of misconduct. It is averred that the workman was responsible for loss of bills and for forging and fabricating the records. It is averred that, the punishment imposed is proportionate to the proved charges and that the inquiry being fair and the findings based on record, the claim of the workman be dismissed in limine.

4. By virtue of Part I Award my Ld Predecessor permitted and directed 1st Party to prove the charges leveled against the 2nd party Workman holding enquiry not fair and proper and finding perverse. The management led evidence by filing affidavit of R.N. Shaikh at Exhibit 22 who was cross-examined by 2nd Party's Advocate. On that 2nd party also examined himself at Exhibit 32 in the form of an affidavit and was cross-examined by 1st Party's Advocate. Written submissions were given by Advocate for 2nd party at Exhibit 34. Heard 1st Party's Advocate on the point of punishment.

5. After going through the case made out by both, my Ld. Predecessor framed issues at Exhibit 10. Out of those Issue Nos. 1 and 2 were decided against management on the point of inquiry and its findings which were framed as preliminary Issues. As stated above 1st party was permitted to prove the charges leveled against Second party workman. Now issue Nos. 3 to 5 are to be decided framed at Exhibit 10, which I answer as follows.

	Issues	Findings
3.	Whether Shri Anilkumar Laxman Kamble proves that he has been illegally removed from service w.e.f. 20-9-1999?	Yes
4.	Whether the action of the management of MPT, Mumbai in terminating the services of Sh. Anilkumar Laxman Kamble Clerk, Gr. II by way of removal from service w.e.f. 20-9-99 is legal and justified?	No
5.	What relief, the workman is entitled to?	As per order below.

REASONS:**Issue Nos. 3 and 4**

6. This is the second round of litigation. In fact third round, as first round took place before this Tribunal on the fairness of the enquiry and perversity of the finding. It was

answered in favour of workman. Second round took place before the Hon'ble High Court where Order of the Tribunal was challenged and there confirmed. This is third round of litigation in which 1st Party has to prove whether the punishment given of termination is adequate on the basis of the charges proved against the Second party Workman?

7. The opportunity was given to the 1st Party is utilized by it by examined R.N. Shiakh in the form of an affidavit at Exhibit 22. Said Shaikh narrated history of employment of the 2nd party Workman and stated how he was employed and what he did and what work was assigned to him. It is stated that, recording work of receiving Landing Bills was with 2nd party Workman and it was alleged that 34 Bills of lading were found missing during the tenure of the 2nd party Workman. Besides it is alleged that though he was absent on 29th and 30th September, 1993 he signed for presency of it on next day and fabricated muster roll. Besides it was alleged that, he was missing from place of his work on 23rd September, 1992 from 9-30 a.m. to 12 noon. These allegation are denied by 2nd party Workman and in the reply to these allegations, he try to rely on the documents by filing those at Exhibits 24 to 29.

8. If we peruse evidence led by 1st party in this third round of litigation, we find, no much light is thrown by the witness of the 1st party to justify the action of termination on the ground of missing of lading Bills, on the ground of missing from the place of work on 23rd September, 1992 and signing muster roll on the next day regarding his alleged absensee on 29th and 30th September, 1993. As these allegations are denied by the 2nd Party, definitely burden shifts on 1st Party to prove that, the charges leveled against 2nd party workman are proved and are sufficient to give punishment of dismissal which is tantamount in case of labourers. By said order full stop comes to the employment of the concerned workman and he stops his earnings as well as it cuts his relations with the employers. So definitely severe punishment like life imprisonment or death punishment, under Section 302 of Indian Penal Code is treated as a capital punishment in criminal cases. Punishment awarded to 2nd Party Workman of dismissal is also a capital punishment to his career and to his employment.

9. So we have to see whether punishment awarded of dismissal is just and proper in the background of so-called charges proved against 2nd Party Workman.

10. It is a matter of record that, allegations of missing of Bills of lading were leveled against 2nd Party Workman. It is a incident of long back in the year 1992 i.e. more precisely it take place in October, 1992. It is pertinent to note that, the 2nd Party Workman replied to it by filing his reply dated 3rd October, 1992 as well as on 5-2-1997 regarding missing of Lading Bills. Even Police case appears to have been filed against 2nd Party Workman and his statement was recorded by the Police on 24th December, 1992. So all

that incident is of the year 1992 and it is pertinent to note that, enquiry is initiated against these allegations in the year 1997. So definitely there is inordinate delay in proceeding against 2nd Party Workman against such charges. Said delay permits 2nd party Workman to presume that, the explanation admittedly which is given by him against alleged charges might have been accepted by the 1st Party and it might have been ignored the charges since satisfied. It also gives impression to 2nd Party, first Party might have decided not to proceed against 2nd Party regarding said charges. However, fact is that the enquiry was initiated by the 1st Party in the year 1997 regarding charges of 1992 reveals that, 1st Party was not happy with the explanation given by 2nd Party and even was prosecuted by filing criminal case against 2nd Party Workman. It is not made known to this Tribunal, what happened to that Criminal case. However, definitely it is a matter of record that, 2nd Party Workman was not convicted regarding these missing of landing bills against which complaint was filed and criminal case was registered against 2nd Party Workman. When all these things happened and admittedly were within the knowledge of the 1st party, then definitely it gives impression as well as it gives signal that, 1st Party might have decided to adopt policy of pick and choose and decided to proceed against 2nd Party Workman regarding these charges. However, the enquiry initiated in the year 1997 i.e. after about 5 years reveals that, management or 1st Party decided to act with plan and decided to proceed against 2nd Party Workman with some, malafides.

11. My Ld Predecessor observed enquiry not fair and proper and finding perverse. The said decision was upheld by the Hon'ble High Court. In this situation we have to see whether charges are proved by 1st Party on the basis of evidence which is on record and whether it substantiate the action of the 1st party of termination?

12. Here we have to consider the stand taken by the 2nd Party Workman who contains that, he alone cannot be held responsible for missing of the Lading Bills. From the Police statement, produced by the 2nd Party Workman at Exhibit 23/5A, we find that, in the said statement 2nd party Workman, has given explanation in what manner the Lading Bills were accepted and how those were kept and what is the procedure in locking the cup-boards, keeping key in drawers and leaving work place. It is a matter of record that, 2nd Party alone was not working there. Besides it is not proved by the 1st Party that, 2nd Party was only responsible for the missing of the said Lading Bills. Moreover it is not appointed out in what manner it caused loss to the 1st Party and what loss occurred to the 1st Party due to the alleged negligence committed by the 2nd Party Workman by so-called missing of the Landing Bills? No any specific case is made out by 1st Party to establish that, due to the negligence of the 2nd Party Workman or by missing of alleged Landing Bills, 1st Party received such

and loss and was defamed or loser in the business. No case is made out of any type. Besides regarding change of missing from the work place as explained in his reply, at Exhibit 27, he states that, he was not missing from work which is alleged to have occurred on 23rd September, 1992 and states that, he was in the office itself. Regarding that no specific case is made out by the 1st Party and it proved to observe that, 2nd Party was found missing in between 9.30 a.m. to 12 noon on 23rd September, 1992. As far as absentee on 29th & 30th September, 1993 and signing muster on the next day i.e. on 1st October, 1993 is concerned, we find that, for it punishment of dismissal is shocking and disproportionate. Merely because he signed on the next day that too for 2 days' absence, does not permit in normal course to award punishment of dismissal. All those allegations are of 1992 and 1993 which cannot be ignored. Besides these allegations, no other serious charges appears to have been leveled against 2nd Party workman. No case of bad service record is made out by the first Party nor it is pleaded. The only charges of absence on 29th & 30th September, 1993 and missing from the work place on 23rd September, 1992 have been alleged. It is pertinent to note that, enquiry is held in 1997 that too after 5 years from the so-called misconduct of the 2nd Party workman of 1992-1993 is worth to consider. Besides it is not established by 1st Party by cogent and sufficient evidence to hold and observe that, the Second Party was only responsible person for missing of the Lading Bills as revolved in this reference. When 1st Party is unable to establish the charges leveled against the 2nd Party workman though it got an opportunity to lead evidence in the third round of litigation I am of the view that 1st Party lost that opportunity also.

13. In this situation question arises whether for such things, capital punishment called in labour laws of dismissal is just and proper? In my considered view, definitely the punishment awarded on 2nd Party workman of dismissal, that too regarding alleged charges of 1992-93 by holding enquiry in 1997, appears that grounds have been created by the 1st Party just to victimize the 2nd Party workman. It is not the case of the 1st Party that, he is habitual person and have not shown any improvement in his work. As stated no case of bad record is made out by 1st Party. On the contrary theory adopted by the 1st Party reveals that, it just adopted choose and pick policy to punish 2nd Party workman just to book him, to involve him in the enquiry and create ground to take disciplinary action of dismissal. According to me that, liberty which 1st Party has taken, is absolutely sign of revengeful attitude which must be considered at this stage. The incident are of 1992/93 which are considered by 1st Party as per its convenience to punish 2nd Party in 1997 which lead to conclude that, 1st party decided to proceed against 2nd Party to take such an action of dismissal.

14. It is a matter of record that, since the termination, 2nd Party is not in the employment of anybody. He has

stated that, he is depending on the income of his wife. As far as his economic problem is concerned, evidence led by him does not prove that, he was very much sufferer by the order of termination. On the contrary he has not made out any specific case regarding his economic crisis which he suffered after his termination as a result of his termination. On the contrary he states that he is maintaining his family with the income of his wife since she is earning.

15. If we consider all this, coupled with the case made out by both, I conclude that, the termination under the challenge effected by 1st Party on the 2nd Party workman dated 20th September, 1999 is not just and proper and it is not proportionate in the light of charges leveled and proved against the 2nd Party workman. So I answer these Issues to that effect and conclude that, termination or removal of the 2nd Party workman from the services with effect from 20th September, 1999 require to be set aside.

16. As far as back wages are concerned, as stated above no specific case is made out by 2nd Party workman. Still the evidence discussed shows that, the fault so-called alleged committed by 2nd Party is not that much sufficient to conclude that removal punishment is appropriate or just and proper. So we have to consider that, 2nd Party was wrongly removed. In this background I consider him in the employment for his increment benefits and pass the following order:

ORDER

- (a) Reference is partly allowed;
- (b) 1st Party is directed to reinstate the 2nd Party workman Amilkumar Laxman Kambli on his post of Clerk Grade II and give monetary benefits of his increments from the date of his termination till he resumes on duty presuming he was in the employment;
- (c) Prayer of the 2nd Party workman to give him back wages is turned down;
- (d) In the circumstances there is no order as to its costs.

Mumbai,
27th June, 2006.

A.A. LAD, Presiding Officer

नई दिल्ली, 8 सितम्बर, 2006

का. आ. 3900.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विजया बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बंगलौर के पंचाट (संदर्भ संख्या 8/1998) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-9-2006 को प्राप्त हुआ था।

[सं. एल-12012/149/1997-आईआर (बी-II)]

सो. गंगाधरन, अवर सचिव

New Delhi, the 8th September, 2006

S.O. 3900.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 8/1998) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the Industrial Dispute between the management of Vijaya Bank and their workmen, which was received by the Central Government on 07-09-2006.

[No. L-12012/149/1997-IR (B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated : 1st September, 2006

PRESENT:

Shri A. R. Siddiqui, Presiding Officer

C. R. No. 08/1998

I Party

The General Secretary,
Vijaya Bank Employees
Federation,
No. 18-22, Byatappa Building,
Cubbon Pet Main Road,
Bangalore-2

II Party

The General Manager,
Vijaya Bank,
Head Office,
M G Road,
Bangalore-1.

APPEARANCES

I Party : Shri Ganapathi Hede,
Advocate

II Party : Shri K. G. Nagendra Prasad,
Advocate

AWARD

1. The Central Government by exercising the powers conferred by Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-12012/149/97/IR (B-II) dated 05-01-1998 for adjudication on the following schedule :

SCHEDULE

“Whether the action of the management of Vijaya Bank in dismissing the services of Shri K. N. Laxminaryana Rai, Clerk w.e.f. 8-3-88 invoking the provisions of ‘voluntary cessation of employment’ contained in Part XVI of the IVth Bi-partite Settlement is legal and justified ? If not, to what relief the said workman is entitled ?”

2. The case made out in the claim statement filed by the Union namely the Vijaya Bank Employees Federation represented by its General Secretary in brief is that the I party had been working with the Management Bank as a Clerk w.e.f. 01-04-1975 and served with various branches being confirmed in service w.e.f. 01-01-1976; that while working at D. K. Street branch of the management, the first party had to remain absent w.e.f. 08-03-1988 submitting his leave application along with the Medical Certificate on 08-03-1988 itself to Sh. Shivarama Rai, the then Branch Manager as he was suffering from Jaundice. Initially for a few days he took treatment from Dr. Jeevandas Hegde at Bangalore and then went to his home at Mangalore to take the native medicines there. He had also many problems like land disputes at Mangalore and was mentally very much depressed and disturbed then; that the first party when was on leave received order dated 27-08-1988 from the Management striking of his name from the Muster rolls w.e.f. 27-08-1988 on the ground that he failed to report for duty though the final notice dated 28-06-1988 was acknowledged by him on 06-07-1988, he failed to report to duty within the stipulated period of 30 days and therefore acting under Clause XVI of Fourth Bi-partite Settlement dated 17-09-1984, the first party is deemed to have abandoned the services and voluntarily retired from the service of the bank which order of the management is false and erroneous inasmuch as the first party had no intention to discontinue his services or abandon his services. Therefore, on the receipt of the said order dated 27-08-1988 he approached the management several times seeking reinstatement and ultimately made a representation dated 31-05-1989 to the Chairman and the Managing Director of the Management to allow him to rejoin the services but there was no response from the management. Therefore, the action of the management in terminating his services as per the above said order invoking clause XVI of Fourth Bi-partite Settlement is illegal and unjustified amounting to retrenchment under Section 2(oo) of the ID Act as provisions of Section 25 (a & b) of the said Act have not been complied with nor any charge sheet has been issued to him holding any Domestic Enquiry before his name was struck off from the Muster Rolls. Therefore Award was sought for in favour of the first party workman by setting aside the aforesaid order dated 27-08-1988, seeking relief of reinstatement, back wages and other consequential benefits.

3. The management by its Counter Statement among other things contended that while the first party was in the service of the Bank, he used to remain absent unauthorisedly for a long duration on several occasion without any intimation to the management and for that he was chargesheeted and punished and was warned on several times for his unauthorised absence; that while the first party was working at D. K. Street, Bangalore, he remained absent unauthorisedly from 08-03-1988 in

contravention of the leave rules of the bank without intimation and his absence from 08-03-1988 being treated as unauthorised absence exceeding 90 consecutive days, he was issued with a notice dated 28-06-1988 to his last known address available on the records of the management bank by RPAD advising him to report for duty within 30 days failing which he would be deemed to have voluntarily retired from service of the management bank on the expiry of the notice period which notice was received by him on 06-07-1988. However, first party did not report for duty nor submitted any explanation for his absence and therefore, it was deemed that he had voluntarily retired from the service of the Bank w.e.f. 27-08-1988 as per the letter dated 27-08-1988 sent to him and received by him. Therefore the management invoked clause XVI of Bipartite Settlement and struck off the name of the first party from the Muster Rolls as provided under said clause; that the first party was not at all interested in continuing the services of the bank and approached the management for the first time after a lapse of nine months period making a representation on 31-05-1989 to consider his case and the management gave reply dated 12-06-1989 rejecting his request there being no justification in his claim; that in the past also the first party remained unauthorisedly absent from duty for a period of 178 days from 04-02-1987 to 31-07-1987 for which charge sheet was issued and on his request his case was considered under Clause 19.12 (e) of the Bipartite Settlement, 1966 and was punished by stoppage of one increment; that there after he again remained unauthorisedly and was issued letters dated 02-04-1988, 30-05-1988 and 18-06-1988 to report for duty but he failed to improve his attendance. The management also contended that the dispute of the first party has not been espoused properly as required under Section 2(k) of the ID Act and that is not a workman defined under Section 2(s) of the ID Act. It also contended that the reference is highly belated as the cause of action arose in 1988 and the dispute was raised in the year 1996 after a lapse of 8 years and therefore, reference is liable to be dismissed on this account as well as on merits.

4. During the course of the trial, the management examined its Senior Manager as MW 1 and got marked as many as 14 documents at Ex M-1 to Ex M-14. His statement in examination-in-chief regarding to the aforesaid documents and facts of the case is under :

"At present I am working as a Senior Manager at Zonal Office, of Vijaya Bank at Bangalore. I know the facts of this case through records. The first party Lakshminarayan Rai was working as a Clerk at out D K Street Branch, Bangalore. His attendance was irregular. The first party remained continuously absent from 8-3-1988. His absent was beyond 90 days. He has not obtained any prior permission to remain absent nor he has made any application giving reasons for his absence. He has also not sent any intimation to the Bank. Since the first party remained

absent from 8-3-1988 the Bank issued a notice Ex M-1 dated 28-6-88 calling upon the first party to report for duty within 30 days. Ex M-1 (a) is the acknowledgement. Even after receipt of Ex M-1 the workman did not report for the duty. He has also not sent any communication intimating his intention to report for the duty. Since the first party has not complied the terms contained in Ex M-1 the General Manager passed an order as per Ex M-2 dated 27-8-1988 treating the first party as voluntarily retired from the service of the Bank. This order was intimated to the workman, through a covering letter Ex M-3.

The first party made a representation by a letter dated 31-5-89 to take him for duty for the reasons given thereon the same is marked as Ex M4.

A reply was sent to his representation rejecting his prayer as per Ex M-5.

Before invoking clause 16 of the BPS the first party was irregular to his attendance. A charge sheet dated 19-9-87 was issued as per Ex M-6 thereafter the management imposed a minor punishment on all the three charges as per Ex M-7 dated 12-11-1987. Infact we are kept informing him his unauthorized absence as per Ex M-8, Ex M-9 and Ex M-10. There was no improvement even after imposing minor punishments. The first party availed an housing loan when he was a staff member. After the order of voluntary retirement he sent a representation to the bank dated 10-11-1990 as per Ex M-11 requesting the bank to convert his housing loan as General Housing loan. The management has agreed to his request and sent a letter as per Ex M-12. The workman has cleared the entire loan and he is well off in his business. Ex M-12 and Ex M-13 are the letters and discharge certificate issued by the Bank. Infact he gave a general power attorney in favour of one Mylarappa Rai to look after all his dealings with some of the authorities mentioned in that GPA. Ex M-14 is the Xerox copy of GPA."

5. On 23-08-2006 when the matter was taken up for arguments, a claim petition dated 13-08-1996 filed by the Union on behalf of the first party before the ALC (Central), Bangalore was marked as Ex M-11.

6. The first party on the other examined himself as WW1 without getting marked any document. His statement in Examination-in-chief for ready reference is as follows :

"I am the first party in this case. I joined the services of second party on 1-4-1975 as a clerk.

I have not attended my duty continuously from 8-3-1988 as I was suffering from Jaundice. At that time I submitted my leave application along with medical certificate to the then Manager Shivaram Rai, who was the management of Dharamaraja Koil Road, Cantonment. I was also working in that Branch.

I have taken treatment from Dr. Jeevan Das Hegde. I submitted my medical certificate along with leave application to the manager on 8-3-1988. Since there was no improvement in my ailment I stopped taking medicine from Dr. Jeevan Das Hegde and went to Mangalore. There I started taking native medicines. I did not receive a notice dated 28-6-88 (Ex M.1). The signature found in the acknowledgement at Ex M-1 (a) is not my signature. I had no intention to discontinue my work. I am even now ready to work if the work is provided. Therefore I pray my claim petition may be allowed as prayed for.

For the first 2 years after my termination I did business for about 2 years. Since I have sustained loss, I stopped my business. Thereafter I did not work in any place."

7. I would like to refer to the statements of MW 1 and WW1 in their cross-examination as and when found relevant and necessary.

8. Before advancing upon merits of the case and the contention taken by the management with regard to the delay in raising the dispute, at the very outset, it is to be made clear that in the light of the aforesaid oral and documentary evidence my learned predecessor after having heard the learned counsels representing the respective parties had passed an award dated 08-06-1999 dismissing the reference holding that the management was justified in terminating the service of the first party under Clause 16 of the B P S.

9. Aggrieved by this award, the first party approached the Hon'ble High Court in W P No. 13035/2000 and his Lordship of our Hon'ble High Court vide order dated 17-10-2005 set aside the award and remanded back the case to this court for fresh disposal calling upon both the parties to appear before this tribunal on 01-12-2005 giving them opportunity to lead additional evidence with a direction to this tribunal to consider the material on record and pass orders within nine months from the receipt of the order.

10. On 01-12-2005, learned counsel for the first party appeared and filed a Memo with the copy of the order in the said W.P.. learned counsel for the management also made appearance and filed a memo to keep the matter pending till their W.A. was disposed off. There upon the case underwent several adjournments but neither the first party nor his counsel appeared before this tribunal and learned counsel for the second party who had produced copies of the stay orders initially for a limited period, failed to produce stay orders and therefore the matter was posted for further evidence or pleadings if any by both the parties on 23-06-2006 giving the date 17-07-2006. On 17-07-2006 both the counsels remained absent and therefore it was taken up as no further pleadings and case was posted for

evidence of parties if any. On 25-07-2006 when again both the counsels remained absent and it was taken that management has no evidence to lead and case was posted for evidence of first party but no evidence was also adduced on behalf of the first party when the case was taken up on 08-08-2006 and 10-08-2006. On all these occasions first party and his counsel remained absent. On 23-08-2006 once again learned counsel for the first party remained absent and after having heard learned counsel for the management, the case is posted this day for award.

11. Learned Counsel for the management in the first instance argued that the reference on hand is liable to be dismissed at its threshold, the dispute being raised after a lapse of period of 8 years that too without offering any explanation for the delay caused. He submitted that as on the date of the dispute raised i.e., 1996 in fact no dispute was existing as the first party after having received the aforesaid order 27-08-1988 made a request to the management bank vide letter at Ex M-11 dated 10-11-1990 to regularize his loan accounts charging interest at the rate 13% per annum as applicable to housing loan scheme for public w.e.f. the date of his resignation (To be taken as voluntary retirement). He also by his letter dated 30-11-1991 requested the management bank to hand over the title deeds to his power of attorney by depositing the entire loan due towards as on 30-11-1991 and therefore in the face of these two letters, it can never be said that there can be any dispute existing between the first party and the bank as on 1996 when it was raised before the conciliation authority.

12. In support of his arguments that the reference in such a case not to be entertained, he referred to a decision of our Hon'ble High Court in ILR 2000 Kar 4099.

13. Coming to the merits of the case learned counsel argued that when, undisputedly, the first party remained absent from duty for a period exceeding 90 days, the management invoking clause XVI of the fourth Bipartite Settlement called upon him to report for duty by notice dated 28-06-1988 under RPAD but the first party failed to report to duty, there by compelling the management to pass an order dated 27-08-1988 along with covering letter dated 05-09-1988 terminating his service as voluntarily retired from service. His representation dated 31-05-1989 at Ex M-4 in response to Ex M-2 and Ex M-3 was duly replied by letter dated 12-06-1989 at Ex M-5. Therefore, the learned counsel submitted that it being a clear cut case of unauthorized absence from duty beyond a period of 90 days and the first party having not responded to the aforesaid notice dated 28-06-1988 at Ex M-1 having received the same at Ex M-1 (a) the management was justified in invoking aforesaid clause XVI of fourth Bi-partite Settlement treating services of the first party abandoned and voluntarily retired. Learned counsel submitted that the contention of the first party saying that he did not

receive Ex M-1 vide AD slip at Ex M-1 (a) is an afterthought so as to come out of the clutches of the order passed by the management terminating his services as per order at Ex M-2. He submitted that notice at Ex M-1 was sent to the last address known to the management under RPAD and came to be returned served under AD slip at Ex M-1 (a). Therefore, the first party is contention that action now so it was not served upon him or was not served upon one of his family members who were admittedly there (Admitted in his cross-examination that his family and children were residing at the said address at that time) cannot be accepted.

14. His next contention was that had the first party not received Ex M-1, he should have made grievance of this fact while giving his reply at Ex M-4, after service of the order at Ex M-2. The fact that he did not dispute the said notice in his above said reply must lead to the presumption that he had received the said notice or had come to know about the said notice through his family members. In support of his arguments that notice taken against the first party under RPAD was sufficient irrespective of the fact whether he received personally or through his family members learned counsel referred to the decisions reported in 2000 (1) LLJ 1630 and 2001 (1) CLR 468. After having gone through the records, I find substance in his arguments.

15. First of all, I would like to consider the contention taken by the management that reference on hand is bad in law raised belatedly after a lapse of period of 8 years. There is no dispute of the fact that the Union representing the first party raised the dispute for the first time before the ALC(C), Bangalore on 13-08-1996 vide Ex M-15. It is very interesting to note that throughout the claim statement no explanation was offered for the first party about the inordinate delay in raising the dispute. First party in his examination in chief noted above uttered not single word as to what prevented him in not raising the dispute within reasonable time. It is in this view of the matter there appears substantial force in the arguments advanced for the management that absolutely no dispute between the first party and the management existed subsequent to the order dated 27-08-1988 passed by the management. This argument of the learned counsel gets support from the fact that the first party instead of raising any dispute before the competent authority, wrote a letter dated 10-11-1990 at Ex M-11 stating that after his resignation (to be read as Voluntarily Retirement) he started his own business and he wanted his Housing Loan to be regularized for a period of 15 years under the Housing Loan Scheme meant for General Public. Thereupon by letter dated 30-11-1991 authorized his power of attorney to receive his title deeds from the bank. He made good of the entire housing loan due from him and got received his power of attorney from the bank as per Ex M-13 and Ex M-14 respectively. Therefore, if the first party really had any dispute with the management

bank after his representation dated 31-05-1989 seeking reinstatement was rejected, then certainly he would not have asked the management bank to regularize his housing loan somewhere in the month of November 1990 and then to have paid entire housing loan somewhere in the month of November 1991. It is in this background that one must appreciate arguments advanced for the management that the dispute raised by the Union for the first party was a stale dispute not at all existing on the date it was raised. The first party as noted above, has reconciled to himself with the order dated 27-08-1988 passed by the management in terminating his services and that was the reason he paid all his entire housing loan amount that too informing the management that he was running his own business and that was picking up. Their Lordship of our Hon'ble High Court in the aforesaid decision under the similar circumstances held the view that there was no rational basis for the central government in exercising powers in making the reference of the disputer after a lapse of about 7 years of order of dismissing the workman from service. It was held that a dispute which is stale could not be subject matter of reference under Section 10 of ID Act. It was not existing or could be even set to have been apprehended. In the instant case also, in my opinion, there existed no industrial dispute between the first party and the management as on 05-01-1998 when it was referred to this tribunal as reference on hand particularly in the facts and circumstances referred to supra.

16. Now coming to the merits of the case, in its case the first party has defaulted in not offering any explanation regarding his unauthorized absence from duty nor he placed any material to show that he reported for duty within 30 days of the notice as required under this clause XVI of fourth Bipartite Settlement. His claim that he was suffering from jaundice and for that he sent leave application along with medical certificate as deposed by him in examination in chief is not substantiated by any documentary evidence. Infact, in his cross-examination he had to admit that he had no proof to have sent leave application along with medical certificate. Moreover, his case that he was suffering from jaundice does not get support from his very representation at Ex M-4. He makes no mention of his suffering from jaundice or any sort of decease but the reason for his absence given in the said representation is quite general in nature saying that he had disturbed family condition beset with innumerable family problems such as land dispute, sickness etc. Infact, in the very same representation in no uncertain terms he admitted that while he was on leave from 08-03-1988 he did not strictly comply with the leave rules of the bank. Therefore, the explanation offered by him that he was not keeping well and was to be away from duty from 08-03-1988 onwards is to be rejected as false and incorrect. Now, the next important fact to be gone into in this case is the contention of the first party for the first time made in his claim statement that he did not receive the

notice at Ex M-1 and that some one on his behalf received the same as per Ex M-2 (a) AD slip. This again as argued for the management appears to be an after thought defence. It was rightly argued for the management that had the first party not received the notice at Ex M-1 he must have certainly made mention of this fact in his representation at Ex M-4, which was earliest in the time given by him in response to the order dated 27-08-1988 served upon him terminating his services. Strangely enough, service of this notice on the first party has not been denied even in the petition at Ex M-15 filed on his behalf by the Union before Conciliation Authority. It is admitted by the first party himself that the notice at Ex M-1 was sent to him to his last known address and that address was correct address of his residence. He could not have denied this fact having received termination order at Ex M-2 at the same address.

17. As argued for the management when correspondence was taken to the first party to his correct address, that too, by way of RPAD then a postal endorsement "**REFUSED**" itself is sufficient to say that service was proper and sufficient [refer to 2000 (1) LLJ 1630]. In this case as noted above some body from his family members received the said notice putting signature on his behalf at Ex M-1(a). Therefore, it cannot be said that service was not sufficient or that notice was not brought to the notice of the first party though it was received on his behalf by some of his family members undisputedly residing at the aforesaid address along with him. It is in this view of the matter, there cannot be any hesitation in the mind of this tribunal to come to the conclusion that service of the notice at Ex M-1 on the first party was proper and sufficient and since undisputedly he offered no explanation for his unauthorized absence nor reported for duty within 30 days as required under the above said clause, then, no fault can be had with the management in invoking above said provision in terminating the services of the first party deemed to be abandoned or that he voluntarily retired from service as contemplated under the above said provision of law. Their lordship of Supreme Court in the case referred to supra, reported in 2001 (1) CLR 468 has made it clear that such a termination cannot be said to be illegal and in of violation of principles of natural justice when termination has been done in the light of the agreement i.e., the aforesaid settlement between the parties as to the manner in which the situation should be dealt and all the consequences that should follow. It is for the same reason the termination in question cannot be said to be retrenchment as contended for the first party. In the result and for the reasons foregoing, it can be safely concluded that the management was justified in terminating the services of the first party invoking clause 16 of the fourth Bipartite Settlement and that reference on hand is liable to be rejected. Hence, the following award :

ORDER

Reference stands dismissed. No order to cost.

(Dictated to L D C, transcribed by him, corrected and signed by me on 1st September 2006).

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 11 सितम्बर, 2006

का. आ. 3901.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार रा मेटेरियल्स डिविजन, सेल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, भुवनेश्वर-II के पंचाट (संदर्भ संख्या 23/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-8-2006 को प्राप्त हुआ था।

[सं. एल-29011/15/96-आई आर (विविध)]

बी.एम. डेविड, अवर सचिव

New Delhi, the 11th September, 2006

S.O. 3901.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 23/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar-2 as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Raw Materials Division, SAIL and their workman, which was received by the Central Government on 23-8-2006.

[No. L-29011/15/96-IR (M)]

B.M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESHWAR

PRESENT:

Shri N.K.R. Mohapatra,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar

Tr. Industrial Dispute Case No. 23/2001

Date of Passing Award—24th July 2006

BETWEEN:

The Management of the General Manager,
Raw Materials Division SAIL,
P.O. Rourkela-11, Distt. Sundargarh

... 1st Party-Management

AND

Their Workmen,
Represented through the Secretary,
United Mines Mazdoor Union (CITU),
Anil Smruti Sadan, P.O. Barsuan,
Distt. Sundargarh.

... 2nd Party-Union

APPEARANCES:

R.C. Tripathy, Manager : (Law), RDM, BBSR	For the 1st Party- Management.
None	For the 2nd Party-Union.

AWARD

The Government of India in the Ministry of Labour, in exercise of Powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No.L-29011/15/96-IR (Misc.), dated 13-11-1996:

"Whether the curtailment of Field Establishment Allowance & Camp Halting Allowance of workmen of erstwhile Prospecting Camp by the Management of Raw Materials Division SAIL without obtaining any option from the workmen is justified? If, not, what relief the workmen are entitled to?"

2. The shortly stated case of the 2nd Party-Union is as follows:

After establishment of Rourkela Steel Plant at Rourkela it came in possession of different captive mines for procurement of raw materials. For the Management of these mines different employees were appointed and placed under a department called "Prospecting Division". In 1956 a T.A. and F.E.A (Travelling Allowance & Field Establishment Allowance) Rule was framed for the Prospecting Division in the light of Geological Survey of India (G.S.I.) Rules and the employees of the Prospecting Division who were working in the field to find out the deposit of better quality and quantity of raw materials by undertaking necessary survey work, were accordingly allowed to draw T.A., camp halting allowance and F.E.A. While this being the position in 1978 SAIL came into being and the Rourkela Steel Plant was brought under its purview and the employees of Rourkela Steel Plant including that of Prospective Division were allowed to get self same service benefits which they were getting from Rourkela Steel Plant until such tenure and terms and service conditions are duly altered/changed by the transferee company. In 1990 the SAIL decided to take over all the captive ore mines and collieries from the Rourkela Steel Plant and to deal with the mines a separate Division called Raw Materials Division (RMD) for created and the employees working in these mines as also in Prospecting Division were transferred to that Division stationed at Rourkela. Subsequently vide letter dated 31-8-1993 of the said Raw Materials Division the employees of the Prospecting Division deployed at Kalta Mining Camps were transferred to the establishment of Superintendent of Kalta Iron Mines at Kalta itself. Because of their above transfer to the establishment of the Superintendent of Kalta Iron Mines they were denied of T.A. and F.E.A. It is alleged

by the union that the above transfer of the employee was a pen and paper transfer inasmuch as there was no change in their place of work or nature of work and as such they are entitled to get T.A. & F.E.A. as before as the stoppage of such benefit tantamounts to a change in their service conditions.

3. By admitting all the above noted factual aspects of the case the Management averred that prior to the formation of Raw Materials Division the staff of Prospecting Division were sent from Rourkela to work in different Mining camps located outside Rourkela and for this they were paid T.A. and F.E.A. for remaining absent from their headquarters. But after formation of Raw Materials Division and by their posting in the office of Superintendent of Kalta Iron Mines at Kalta they are more required to lead any camp life or to stay in different camps and as such they are not entitled to get any Field Establishment Allowances or T.A. as was given to them earlier. It is further averred that the job of the Prospecting Division is to undertake necessary survey work in different mining camps and once the Prospecting activities are closed they are withdrawn and posted in different mines. Therefore, those of the employees who were deployed to different mining camps were only drawing T.A. & F.E.A. but not all others as a matter of course. Therefore, on the posting of the staff of Kalta Mining Camp in the Kalta Mines they were not entitled to claim separate T.A. and F.E.A. and therefore the stoppage of such benefit does not amount to a change in their service conditions.

4. On the basis of the above pleadings of the Parties the following issues were framed:

ISSUES

1. Whether the curtailment of Field Establishment Allowance & Camp Halting Allowance of workmen or erstwhile Prospecting Camp by the Management of Raw Materials Division, SAIL without obtaining any option from the workmen is justified?
2. If not, what relief the workmen are entitled to?

5. From the side of the union three workers of the erstwhile Prospecting Division transferred to mines have been examined while a sole witness has been examined on behalf of the Management.

Issue Nos. I & II

6. There is no dispute that the Prospecting Division was created long back when the Rourkela Steel Plant was a Unit of Hindustan Steel Unit. It is also admitted by the Management during argument that for the employees of the Prospecting Division a T.A. and F.E.A. Rule was framed in the light of the circular/Rule issued by Geological Survey of India in the year 1956 and that the same is being followed till date with time to time amendment in regard to the rate of

T.A. and extended F.E.A. benefits. The Union by providing a copy of the above Rules pleaded that even after a transfer from mining camp to a mine an employee of Prospecting Division is entitled to get all such T.A. and F.E.A. benefits from the establishment of the concerned mine. This, therefore, generates the following two questions for adjudication.

Item (a) : Whether under the above Rules a person transferred from a Mining Camp to a Mine's Office situated at the same place is entitled to get both T.A. and F.E.A. benefits as before and

Item (b) : Whether the stoppage of such benefit after such transfer would tantamount to a change in the service condition of that employee.

Item No. (a) : The aforesaid T.A. & F.E.A. Rules meant exclusively for the staff of Prospecting Division stipulates in clear term that only in the event of making tour one would be entitled to get both T.A. and Daily Allowance for the days of stay outside the Headquarters subject to certain restrictions. Similarly in respect of Field Establishment Allowance the Rules prescribes that such allowances is only payable to the touring officers including non-technical staff for the maintenance of Field Establishments and the same is not taxable under the Indian Income Tax Act. It further prescribes that such allowance is not admissible during period of absence from the camps on official duty to other places or during casual leave period exceeding seven days at a time. The Rules also specified that such allowances are not to be drawn as part of salary but it should be claimed separately. Thus according to the above Rules one would be entitled for T.A. and F.E.A. only in the contingency of his making tour and for working in mining camps. Therefore, when a person is withdrawn from such camp after closure of such camp or otherwise and posted in the establishment of a Mine located at same place he can not claim such allowances as a matter of cause or as a part of his salary as deposed by the Management Witness in his evidence.

Item No. (b) : The witnesses examined on behalf of the Union have deposed that while working in the mining camps as staff of Prospecting Division they were transferred and posted in the establishment of different mines and after such transfer they were not being paid T.A. and F.E.A. which they were getting earlier. They have also deposed that at the time of their transfer they were never asked to exercise their consent. So also their T.A. & F.E.A. have been stopped without asking for their option. But from a bare perusal of Ext.-I the appointment letter of Suleman Dung Dung (W.W. I) it appears that his job was transferable from camp to office and vice versa and to other Divisions etc. This appointment letter has been filed by the union as a model appointment letter issued to all other staff of Prospecting Division. Therefore, while transferring the staff of Prospecting Division to the mines or other

places it is not necessary for the Management to take the consent of the concerned employee. So also it is held that there was no necessity for the management to take the consent of the employees before stopping their T.A. and F.E.A. benefits the same being contingent in nature.

7. Accordingly it is held that there is no infirmity in the action of the Management and thus the reference is answered.

Dictated and corrected by me.

N.K.R. MOHAPATRA, Presiding Officer

नई दिल्ली, 11 सितम्बर, 2006

का. आ. 3902.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ए.सी.सी. लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, धनबाद के पंचाट (संदर्भ संख्या 44/95) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-9-2006 को प्राप्त हुआ था।

[सं. एल-29011/8/94-आई आर (विविध)]

बी.एम. डेविड, अवर सचिव

New Delhi, the 11th September, 2006

S.O. 3902.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 44/95) of the Central Government Industrial Tribunal-cum-Labour Court, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of A.C.C. Ltd. and their workmen, which was received by the Central Government on 8-9-2006.

[No. L-29011/8/94-IR (M)]

B.M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference U/s. 10(1)(d) of I.D. Act.

Reference No. 44 of 1995

PARTIES:

Employers in relation to the management of
A.C.C. Ltd., Sindri.

AND

Their workmen.

PRESENT:

Shri Sarju Prasad, Presiding Officer.

APPEARANCES:

For the Employers : Shri S. Paul, Advocate.
 For the workmen : Shri G. Prasad, Advocate.
 State : Jharkhand. Industry : Cement.

Dated, the 24th August, 2006.

AWARD

By Order No. L-29011/38/94-I.R. (misc.) dated 10-5-1995 the Central Government in the Ministry of Labour has, in exercise of the power conferred by clause (d) of sub-section (I) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the action of M/s. A.C.C. Ltd., Sindri in stopping the contract workmen as per the list enclosed from 17-11-93 is justified? If not, to what relief these contract workers are entitled to and from which date?"

2. The case of the sponsoring union is that the workmen concerned, whose names find place in the schedule to the term of reference, have been working in the employment of M/s. A.C.C. Ltd. for last several years to the satisfaction of the management. Although they are employees of M/s. A.C.C. Ltd., but the management had been showing them as contractor's workmen as a camouflage only to deprive them of certain benefits available to them. Actually the contractors are nothing but their labour suppliers. According to them, they are engaged for loading and unloading of raw materials, such as, lime-stone, clinker, iron slag, gypsum, coal, sand, clay etc. and also stores materials, such as, gunny bales, fire bricks, iron plates, pipes, rods, flates, angles, asbestos-sheets, motor parts and spares, oil drums, grease, slippers, electrical equipments and materials, filter bags, gas-cylinders etc. which are required for manufacturing of cement by the management of M/s. A.C.C. Ltd. The concerned workmen are also engaged for cleaning of machineries, removal of cement dust, clinker, coal, fire bricks, stacking firebricks which are known as departmental cleaning. They are also engaged in cleaning of grinding media, sylly pipe, fluxo, elevator, tunnel, cylo and departmental machineries and dumping of grinding media, sullypipe breaking as set cement etc. They are also engaged on sundry jobs and also work as helpers to highly skilled workers in cleaning and repairing of machineries. They are productivity workers and their work is of permanent and perennial nature. According to them, the management all on a sudden stopped them from work w.e.f. 17-11-93 arbitrarily which is illegal and unjustified and violative of principle of natural justice. No charge-sheet or any enquiry was held against the workmen concerned and the termination is deemed to be retrenchment without compliance of Sec. 25-F of the Industrial Disputes Act, therefore, it is illegal, unjustified

and ab initio invalid. The claim of the concerned workmen is for reinstatement with all the consequential relief and all back wages.

3. The case of the management, on the other hand, is that no relationship of employer and employees exists between the management and the concerned workmen. According to the management, as per the Cement Wage Board, the management is entitled for engagement of contractor for loading and un-loading work and also for engagement of contractors for doing some temporary workers, like, cutting bushes after rainy season and civil construction work. According to them, the concerned persons at Sl. Nos. 1 to 22 are the employees of a contractor who were engaged for loading and unloading operation. Further according to them, the persons mentioned at Sl. Nos. 28 and 42 in the schedule of reference are totally unknown persons who have never worked under the respective contractors. The remaining persons in the said schedule were all employed by different contractors for sporadic and intermittent works, such as, civil work, plumbing work, work of cutting bushes after rainy reason etc. According to the management, Mr. B.C. Sinha, who has raised the present dispute, was an employee of the company, who has been dismissed from service for grave and serious misconduct in or about the year 1968. He raised an industrial dispute and the dismissal has been held to be justified. Therefore, he has become hostile to the management and resorted indiscipline. He has formed an Organisation under the banner of Bihar Mazdoor Panchayat Union which has got no following among the employees of the management, but he is trying to create disturbance in the premises of the management. He has given undertaking on 21-8-1993 to the Sub-Divisional Officer, Sadar, Dhanbad that he and his followers would not create any disturbance nor will they take law into their own hands. Despite this assurance said Mr. Sinha and some of the persons concerned i.e. the contractors' workmen grievously assaulted the company's General Manager and Security Supervisor on 18-11-1993 resulting in promulgation of Sections 144 and 107 of I.P.C. by the District administration. He and some of the persons concerned who had indulged in the said act of violence let loose a rein of terror in the area and the Company was compelled to suspend operation on 18-11-1993. Sri Sinha and 22 persons named in the order of reference were arrested by the police for the act of assault and other criminal activities and were in police custody for several days. Due to this incident, the Company advised the contractors to take stern disciplinary action against those persons whose names appear in the F.I.R. relating to the assault on the General Manager. Out of 66 persons named in the term of reference 22 were named in the F.I.R. Out of the remaining persons, 10 of them, namely, whose names find place in Sl. Nos. 34, 35, 39, 50, 55, 56, 57, 63, 64 and 66 are still in employment of different contractors and 32 persons named in the order of reference have stopped

reporting for work and their whereabouts are not known. The remaining two persons named at Sl. Nos. 28 and 42 are unknown persons.

Further case of the management is that the concerned persons have themselves filed five applications under Sec. 33-C(2) of the Industrial Disputes Act before the Labour Court at Dhanbad. Therefore, the plea of the concerned workmen that the contract system is camouflage is baseless. According to the Management, the concerned persons were never employees of the management of M/s. A.C.C. Ltd., therefore, there is no question of stopping them from work by the management of M/s A.C.C. Ltd.

In such circumstances, the management has prayed to submit an award in favour of the management.

4. The management has examined MW-1-B. Bara, Personnel Manager in support of the fact that the workmen concerned, Sl. Nos. 1 to 22 are workers of contractor, P.D. Singh, the concerned persons at Sl. Nos. 28 and 42 are unknown persons and rest are the workers of different contractors. According to them contract work of loading and unloading of raw materials are given to the contractor, P.D. Singh, and there is provision in Cement Wage Board for giving such contract work. It is not denied that the management can give such contract work and the Contract labour (Regulation & Abolition) Act does not prohibit engagement of contractor in such category.

This witness has further stated that it is the jurisdiction of the contractor to select workers, to recruit and also to take disciplinary action against them. The management of M/s. A.C.C. Ltd. has nothing to do with such contractor. He has also stated that on 18-11-93 the G.M. of the Company was assaulted by some persons and for that a criminal case was filed against them. He has admitted that the provident fund amount of contract's workers also was deposited in the Provident Fund Office.

5. The concerned workmen have also examined three witnesses, out of which one WW-3 is a concerned workman, WW-4 is Grish Chandra Sinha, admittedly, an employee of the management who was dismissed from service sometime in the year 1968. WW-1 Rambilas Pandey stated that he was appointed by M/s. A.C.C. Ltd. in the year 1962 and payment to them was made through contractor and other facilities, like, medical, P.F. was given by the company. But

he has not been able to name all the concerned workmen. He has admitted that he had worked under the contractor, P.D. Singh and subsequently he was regularised in the employment of the management. WW-1 is a formal witness who has simply produced a list of concerned persons who are members of Provident Fund. But from Ext. W-1 it is clear that this fact has not been mentioned whether they are the workers of the contractor or the management. The concerned persons had not been able to file any chit of paper from which it will be proved that they were the employees of the management. On the other hand, they have themselves filed five applications under Sec. 33-C(2) of the I.D. Act claiming that they are the permanent workers of the contractor, M/s. Tecno Engineering, M/s. Ramayan Construction, M/s P.D. Singh & Sons and M/s. Baijnath Screen Printers. Therefore, On their own admission of the concerned Persons they are the employees of the contractors. In the term of reference it has been mentioned that they are the workers of the contractor. The concerned persons have filed a letter of the management addressed to all contractors to take action to those who are involved in the incident of 18-11-93 which has been marked Ext. W-7. From this document also it is clear that the management has not taken any action against the concerned persons stopping them from duty whereas it is the contractor who had stopped them from duty because some of them were involved in assaulting the General Manager of the company.

6. From the materials available on record, I find that there is no evidence to show that there is relationship of employer and employee between the management of M/s. A.C.C. Ltd. and the concerned persons. On the other hand, there is admission of the concerned persons themselves in five cases filed under Sec. 33-C(2) of the I.D. Act that they are permanent workmen of the contractor. Therefore, in absence of such contractor being made party their stoppage from duty cannot be adjudicated upon.

7. Since there is no relationship of employer and employees between the management of M/s. A.C.C. Ltd. and the concerned persons, the management has not stopped them from work, therefore, I find that the concerned workmen are not entitled to any relief from the management of M/s. A.C.C. Ltd., Sindri.

Accordingly, the award is submitted.

SARJU PRASAD, Presiding officer